

EXHIBIT 160

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION**

IN RE NATIONAL PRESCRIPTION OPIATE
LITIGATION

This document relates to:

City of Cleveland v. Purdue Pharma L.P., et al., Case
No. 18-OP-45132 (N.D. Ohio)

The County of Cuyahoga v. Purdue Pharma L.P., et al.,
Case No. 17-OP-45004 (N.D. Ohio)

*The County of Summit, Ohio, et al. v. Purdue Pharma
L.P. et al.*, Case No. 180OP-45090 (N.D. Ohio)

MDL No. 2804

Case No. 17-md-2804

Judge Dan Aaron Polster

**PAR PHARMACEUTICAL, INC. AND PAR PHARMACEUTICAL COMPANIES,
INC.’S SUPPLEMENTAL OBJECTIONS AND RESPONSES TO PLAINTIFFS’
INTERROGATORIES NOS. 1-5, 10-12, 16, 17, 22-24, 27, 29, 30-33**

Pursuant to Rules 26 and 33 of the Federal Rules of Civil Procedure as well as the Case Management Order (“CMO”) in *In re National Prescription Opiate Litigation* (Dkt. No. 232 in No. 1:17-cv-2804), Defendants Par Pharmaceutical, Inc. and Par Pharmaceutical Companies, Inc. (incorrectly named as “Par Pharmaceutical Companies, Inc. f/k/a Par Pharmaceutical Holdings, Inc.”) (collectively, “Par”) hereby provide these supplemental objections and responses to Plaintiffs’ Interrogatories Nos. 1-5, 10-12, 16, 17, 22-24, 27, 29, 30-33 propounded on Endo Pharmaceuticals Inc. and Endo Health Solutions Inc. (“Endo”) in accordance with Case Management Order No. 1 (“CMO 1”) (Dkt. 232) as Endo and Par are part of the same Defendant Family.

PRELIMINARY STATEMENT

These responses are based on diligent investigation conducted by Par and its counsel to date, and reflect the current status of Par's knowledge, understanding, and belief respecting the interrogatories. Par's investigation is continuing, and Par reserves the right to modify, supplement, or amend its responses herein with whatever pertinent information, facts, or documents subsequently may be discovered. Par further reserves the right to produce additional information or other evidence at any time, including trial, and to object on appropriate grounds to the introduction into evidence of any portion of these responses. Par further reserves all rights to modify, supplement, or amend its objections and responses to Plaintiffs' interrogatories based on any ruling by the Court with respect to motions to dismiss.

Information contained in any response pursuant to these interrogatories is not an admission or acknowledgement by Par that such information is relevant to any claim or defense in this action; is without prejudice to Par's right to contend at trial or in any other or subsequent proceeding, in this action or otherwise, that such information is inadmissible, irrelevant, immaterial, or not the proper basis for discovery; and is without prejudice to or waiver of any objection to any future use of such information.

Specific objections to each separate interrogatory are made below. Additionally, Par makes certain continuing objections to the interrogatories, also listed below ("Continuing Objections"). These Continuing Objections, including with respect to the definitions and instructions, are incorporated by reference into all of the responses made with respect to each separate interrogatory. Par's response to each individual interrogatory is submitted without prejudice to, and without in any respect waiving, any Continuing Objections not expressly set forth in that response. Accordingly, the inclusion of any specific objection in any response

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below is neither intended as, nor shall in any way be deemed, a waiver of any Continuing Objection or of any other specific objection made herein or that may be asserted at a later date. Par offers to meet and confer with Plaintiffs regarding any and all objections set forth herein.

CONTINUING OBJECTIONS

1. Par objects to each and every interrogatory, including without limitation any portion of the definitions and instructions, to the extent that it seeks information beyond the scope of discovery as provided by the Federal Rules of Civil Procedure, the Local Rules of the Northern District of Ohio, or the CMO, or to the extent it purports to impose obligations on Par greater than or inconsistent with those imposed by Rules 26 and 33 of the Federal Rules of Civil Procedure, the Local Rules of the Northern District of Ohio, or any CMO or other court order.

2. Par objects to each and every interrogatory to the extent that it seeks information that falls within any relevant privilege or protection, including, without limitation, the attorney-client privilege, the work product doctrine, any joint defense privilege, settlement materials, or trial preparation materials. Nothing contained in these responses is intended as, or shall in any way be deemed, a waiver of any relevant privilege or protection. In responding to each interrogatory, Par will not provide information that is privileged or protected from discovery by law. Any statement to the effect that Par will provide information in response to an interrogatory means that the response shall be limited to information that does not fall within the scope of any relevant privilege or protection.

3. Par objects to each and every interrogatory to the extent it seeks information that constitutes confidential, proprietary, private, or financial information, or trade secrets protected from disclosure. Par will produce such information, if any, only pursuant to the terms of the stipulated protective order entered by the Court in this action.

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4. Par objects to each and every interrogatory to the extent that it seeks information that is neither relevant to the subject matter of this action, nor proportional to the needs of the case. In responding to each interrogatory, Par will provide only information that is relevant to the subject matter of this action and proportional to the needs of the case.

5. Par objects to each and every interrogatory to the extent it would require Par to search for and provide information that is publicly available, is already in the possession of Plaintiffs, or is equally obtainable from third parties or from some source other than Par that is more convenient, less burdensome, or less expensive. Par will provide information only to the extent that such information is in the possession, custody, or control of Par and not publicly available or otherwise already in the possession of Plaintiffs.

6. Par objects to the interrogatories to the extent they call for information requiring scientific, technical, or other specialized knowledge such that it is appropriately the subject of expert testimony, and/or to the extent they ask for or may be read to encompass work performed by or information received from experts retained by Par in order to defend itself in this litigation or in other litigation. Par will make appropriate disclosures regarding expert witnesses in accordance with applicable rules and orders.

7. Par objects to the extent that any interrogatory purports to seek information outside the City of Cleveland, the geographical scope that is relevant to the claims of the Plaintiffs in this case.

8. Par objects to the extent that any interrogatory contains more than one discrete question. In each such case where a single interrogatory contains more than one discrete question, each discrete subpart shall be considered a separate interrogatory and shall count

against the maximum allowable number of interrogatories that may be served against the Manufacturer Defendant family, in accordance with the CMO.

CONTINUING OBJECTIONS TO DEFINITIONS AND INSTRUCTIONS

By submitting these responses and objections, Par does not in any way adopt Plaintiffs' purported definition of words and phrases. To the extent Plaintiffs have ascribed special meanings or definitions to words used in its interrogatories, Par objects to those definitions to the extent that they are inconsistent with either (a) the definitions set forth in Par's responses, or (b) the ordinary and customary meanings of such words and phrases. Likewise, Par objects to Plaintiffs' purported definitions to the extent that they purport to impose upon Par any obligation broader than, or inconsistent with, applicable discovery rules or common law. Additionally, Par further and specifically objects to definitions as follows:

1. Par objects to the definition of "You" and "Your" on the grounds that it purports to require Par to produce information outside the knowledge, possession, custody, or control of Par, and to the extent that it seeks to impose obligations broader than or inconsistent with the Federal Rules of Civil Procedure. Par will respond on its own behalf, as Par Pharmaceutical, Inc. and Par Pharmaceuticals Companies, Inc. To the extent Plaintiff seeks information about Endo, Par refers Plaintiffs to Endo's Objections and Responses to Plaintiffs' Interrogatories and any supplemental responses thereto.

2. Par objects to the definition of "Defendants" to the extent it purports to name Defendants who are not named in the above-captioned complaint.

3. Par objects to the definition of "Plaintiffs" to the extent that it purports to name Plaintiffs beyond the Plaintiffs in the above-captioned complaint pursuant to the CMO.

4. Par objects to the definition of “Document” as overly broad and unduly burdensome to the extent it purports to impose upon Par any obligation broader than or inconsistent with the Federal Rules of Civil Procedure or any Order of this Court.

5. Par objects to the definition of “Communication” on the basis that the phrase “ideas, inquiries, or otherwise” and “shared applications from cell phone” are vague and ambiguous. Par objects to the extent the definition of “Communication” purports to impose upon Par any obligation broader than or inconsistent with the Federal Rules of Civil Procedure or any Order of this Court.

6. Par objects to the definition of “Person” to the extent it purports to impose obligations to produce information outside Par’s knowledge, possession, custody, and control and to the extent that it seeks to impose obligations broader than or inconsistent with those in the Federal Rules of Civil Procedure.

7. Par objects to the definition of “Opioid” on the grounds that it is vague and ambiguous, overly broad, and purports to require Par to produce information outside its knowledge, possession, custody, or control to the extent the definition requires Par to speculate as to how individual patients or prescribers use any “legal or illegal” drug to “control pain.” Par further objects to the extent that the definition of “Opioids” purports to include “illegal” drugs.

8. Par incorporates its above objections to the definition of “Opioid” with respect to the definition of “Opioid Products,” which incorporates the defined term “Opioid.” Par further objects that the definition of “Opioid Products” is overly broad, vague and ambiguous, not proportional to the needs of the case, and seeks information that is not relevant to the issues raised by the claims or defenses of the parties to the extent it includes any “Opioids that You

sold, promoted, marketed, manufactured, or distributed” without regard for the allegations as to Par.

9. Par objects to the definition of “Marketing” on the grounds that the definition is overly broad and vague and ambiguous to the extent it characterizes “continuing medical education” and “scientific medical” articles or publications as “Marketing.” Par further objects to the definition of “Marketing” due to its incorporation of the defined terms “Opioid” and “Opioid Products.”

10. Par objects to the definition of “Branded Marketing” due to its incorporation of the defined term “Marketing.”

11. Par objects to the definition of “Unbranded Marketing” due to its incorporation of the defined term “Marketing.”

12. Par objects to the definition of “Adverse Event” on the grounds that the phrase “undesirable experience” is vague and ambiguous and to the extent the definition is inconsistent with applicable regulatory terms and definitions.

13. Par objects to the definition of “Suspicious Order” on the grounds that it is vague and ambiguous, overly broad, and to the extent that it fails to define what constitutes “unusual size,” “deviating substantially,” “normal pattern,” and “unusual frequency” for “orders for Opioids or Opioid Products.” Par also objects to the definition of “Suspicious Order” due to its incorporation of the defined terms “Opioid” and “Opioid Products.” Par further objects to the definition of “Suspicious Order” to the extent that it purports to require Par to produce information outside its knowledge, possession, custody, or control and to the extent that it seeks to impose obligations broader than or inconsistent with those in the Federal Rules of Civil Procedure.

14. Par objects to the definition of “Scientific Research” on the grounds that it is overly broad as used insofar as the term is defined to include any “studies, investigations, trials, articles, comparisons, case histories, reviews, reports, or analyses that are conducted by doctors, researchers, or other investigators.” Par objects that the terms “comparisons, case histories, reviews, reports, or analyses” and “researchers, or other investigators” are vague and ambiguous as used in this definition. Par further objects to the definition to the extent that it purports to require Par to produce information outside its knowledge, possession, custody, or control and to the extent that it seeks to impose obligations broader than or inconsistent with those in the Federal Rules of Civil Procedure.

15. Par objects to the definition of “DEA Quotas” to the extent that it purports to require Par to produce information outside its knowledge, possession, custody, or control and to the extent that it seeks to impose obligations broader than or inconsistent with those in the Federal Rules of Civil Procedure.

16. Par objects to the definition of “Identify” (with respect to persons, documents, and communications) on the grounds that it seeks irrelevant information disproportionate to the needs of the case, is overly broad and unduly burdensome, and purports to require Par to produce information outside its knowledge, possession, or control. Par further objects to the definition of “Identify” to the extent it purports to require Par to speculate about the identity of persons or organizations who might have responsive information, or purports to call for any description of documents Par no longer possesses and was under no obligation to maintain.

17. Par objects to the “time period” as defined to begin “one year prior to the launch of each relevant Opioid Product through the date of Your response” to the extent it is inconsistent with the Court’s rulings on the temporal scope of discovery in the Track One cases.

Par further objects to the “time period” to the extent it seeks information related to any entity prior to one year before that entity began selling Schedule II opioid medications. Defendants Par Pharmaceutical, Inc. and Par Pharmaceutical Companies, Inc. began selling Schedule II opioid medications in 2011. Par further objects to the “time period” to the extent it seeks information related to any entity prior to the time that entity existed. Par’s subsidiary, Generics International (US), Inc. f/d/b/a Qualitest Pharmaceuticals d/b/a Par Pharmaceutical was formed in 2007 and purchased assets comprising its pharmaceutical business on October 31, 2007. In 2016, Generics International (US), Inc. became a subsidiary of Par Pharmaceutical, Inc.

SUPPLEMENTAL RESPONSES TO SPECIFIC INTERROGATORIES

INTERROGATORY NO. 1:

Identify all individuals with knowledge concerning the subject matter of the allegations in the Complaint in the above referenced matter, including each individual likely to have discoverable information, and, for each, state the subjects on which they have knowledge or information.

RESPONSE TO INTERROGATORY NO. 1:

Par incorporates by reference the Continuing Objections, including the Continuing Objections to Definitions and Instructions, set forth above. Par objects to Interrogatory No. 1 on the grounds that it is overbroad and unduly burdensome in that it requests the identity of “all individuals with knowledge concerning the subject matter of the allegations in the Complaint.” Par objects to the extent “the Complaint” references any pleadings beyond the complaint filed in the above-captioned case. Given the scope of Plaintiffs’ allegations in this case, the request for information about “all” persons with knowledge concerning “the subject matter of the allegations” is overbroad and unduly burdensome on its face. Par also objects to the extent this interrogatory seeks information that is publicly available or that is obtainable from some source other than Par that is more convenient, less burdensome, or less expensive. Par also objects to

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the extent this interrogatory purports to seek information that is outside of Par's knowledge, possession, custody, or control. Par further objects to Interrogatory No. 1 on the grounds that it is not limited by an appropriate time period or geographic scope that is pertinent to this lawsuit.

Without waiver of the foregoing objections, Par identifies the following current or former employees of Par who may have knowledge concerning issues raised in the complaint:

<u>Name</u>	<u>Title</u>
Brantley, Eric	Manager, Customer Due Diligence and Suspicious Order Monitoring
Clark, Jessica	Director, Customer Operations
Cooper, Aimee	Sr. DEA Compliance Specialist
Feniger, Angela	Director, DEA Compliance and QA Documentation
Hernandez, Tracy	Director, DEA Compliance
Jones, Heather	Director, DEA Compliance
Keel, Brian	Manager, Customer Due Diligence and Suspicious Order Monitoring
Nasse, Kim	Director, Marketing
Price, Sharon	Analyst, Suspicious Order Monitoring – DEA Compliance
Shaffer, Larry	Interim Director, DEA Compliance
Tatum, Jeremy	Director, Enterprise ERP and Serialization

The individuals identified above can be contacted through Arnold & Porter Kaye Scholer LLP.

Par further states that it bases its response to Interrogatory No. 1 on information now known to Par through the exercise of reasonable diligence. Par's investigation is continuing, and Par reserves the right to further amend, supplement, or modify its response based on additional or new information or to produce non-privileged, responsive documents pursuant to Federal Rule of Civil Procedure 33(d).

SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 1:

Subject to and without waiver of all of Par's previously stated objections, Par further responds that in addition to all persons identified in Par's response to Interrogatory No. 1, the

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additional individuals subsequently identified as custodians in this matter, who are listed below, may also have knowledge concerning issues raised in Plaintiffs' claim:

<u>Name</u>	<u>Title</u>
Paul Campanelli	President, Chief Executive Officer
Stephen Macrides	Senior Vice President for Global Supply Chain Operations

The current and former Par employees identified above can be contacted through Arnold & Porter Kaye Scholer LLP.

Par further responds that current or former employees of Par or its affiliates may also have knowledge concerning issues raised in Plaintiffs' complaints, including all employees from whose files Par or its affiliates have produced documents in this matter or from whose files Par or its affiliates have offered to produce documents in this matter. Individuals from whose files other defendants, plaintiffs, or third-parties have produced documents or information may also have knowledge concerning issues raised in the complaints, as may any individual who has provided or will provide deposition testimony in this matter. Par also identifies all individuals specifically referenced in Plaintiffs' complaints and all individuals identified in response to other interrogatories as individuals who may have relevant knowledge.

Additionally, to the extent Interrogatory No. 1 may be read to seek disclosure of experts retained by Par in order to defend itself in this litigation or in other litigation, Par further responds that it will make appropriate disclosures regarding expert witnesses in accordance with applicable rules and orders.

INTERROGATORY NO. 2:

Identify all Scientific Research, studies, tests, trials or analysis that you relied on to test the safety or efficacy of each of your Opioid Products or that you relied on as a basis for any Marketing concerning the safety or efficacy of each of your Opioid Products. For each such Scientific Research, study, clinical trial or analysis identify:

- a. The duration for which the patient population was given opioids;
- b. The dose of opioids given to the patient population.

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RESPONSE TO INTERROGATORY NO. 2:

Par incorporates by reference the Continuing Objections, including the Continuing Objections to Definitions and Instructions, set forth above. Par objects to Interrogatory No. 2 on the grounds that it is overly broad and unduly burdensome, seeks information that is not relevant to the issues raised by the claims or defenses of any party, and is not proportional to the needs of the case to the extent Interrogatory No. 2 purports to require Par to identify “all Scientific Research, studies, test, trials or analysis” and concerns “any Marketing” no matter how tangential the connection to the allegations as to Par. Par further objects that the phrase “Scientific Research, studies, tests, trials or analysis that you relied on to test the safety or efficacy” of opioids is vague, ambiguous, and grammatically confusing. Par objects that the terms “Scientific Research, studies, test, trials,” “analysis,” and “Marketing” are vague and ambiguous.

Par objects to Interrogatory No. 2 on the grounds that it includes the defined term “Opioid Products,” which is overly broad, vague, and ambiguous, purports to call for information outside Par’s knowledge, possession, custody, or control, and seeks information that is not relevant to the claims or defenses of the parties or proportional to the needs of the case. Par also objects that the interrogatory is vague and ambiguous in that it fails to define the terms “safety or efficacy,” both of which could be interpreted to have many meanings.

Without waiver of the foregoing objections, Par responds as follows: The generic opioid products sold by Par are equivalent to reference listed drugs approved by the FDA as safe and effective. The clinical studies that supported the FDA’s approval are either identified in the FDA approved labels for the reference listed drug and its generic equivalents or are contained in the regulatory submissions to FDA by the manufacturers of the reference listed drugs. Par further

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states that it bases its response to Interrogatory No. 2 on information now known to Par through the exercise of reasonable diligence. Par's investigation is continuing, and Par reserves the right to further amend, supplement, or modify its response based on additional or new information or to produce non-privileged, responsive documents pursuant to Federal Rule of Civil Procedure 33(d).

SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 2:

Subject to and without waiver of all of Par's previously stated objections, Par further responds as follows: Par directs Plaintiffs to the Completed Clinical Trial and Study Results portion of Endo's website, located at <http://www.endo.com/endopharma/r-d/clinical-research/clinical-trial-study-results>, which identifies and provides summaries of clinical studies for Endo opioid medications, many of which are Reference Listed Drugs for Par's generic products, including Opana and Percocet. The summaries posted on Endo's website include information about study duration and dosages.

Par also directs Plaintiffs to all studies related to opioid products that have been sold by Par identified in Exhibit 42 to the deposition of Dr. Neil Shusterman. Exhibit 42 identifies Bates numbers at which those studies have been produced to Plaintiffs.

Par further refers to its ANDA submissions to FDA concerning Schedule II opioid medications; all clinical studies, research, and literature cited in annual reports Par provided to FDA for its Schedule II opioid medications; FDA's review and approval of Par Schedule II opioid medications, including FDA's direction, guidance, and feedback concerning the development programs for Par's opioids or the results of Par's studies; the information contained in the FDA-approved prescribing information for Par's Schedule II opioid medications, also reviewed and approved by the FDA; the class-wide post-marketing research requirements for

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extended-release and long-acting (ER/LA) opioids mandated by FDA and the reports submitted to FDA on the status of those studies. Answering further, Par refers Plaintiffs to its production of documents for additional information on this subject.

Par also incorporates Endo's Response to Interrogatory 2 to the extent the studies referenced therein relate to Reference Listed Drugs for Par's generic products.

Additionally, to the extent Interrogatory No. 2 calls for information requiring scientific, technical, or other specialized knowledge such that it is appropriately the subject of expert testimony, and/or to the extent it asks for or may be read to encompass work performed by or information received from experts retained by Par in order to defend itself in this litigation or in other litigation, Par further responds that it will make appropriate disclosures regarding expert witnesses in accordance with applicable rules and orders.

INTERROGATORY NO. 3:

Identify any controlled studies of which You are aware where the safety and efficacy of the use of opioids beyond 16 weeks was tested and Opioids were found to be safe and efficacious.

RESPONSE TO INTERROGATORY NO. 3:

Par incorporates by reference the Continuing Objections, including the Continuing Objections to Definitions and Instructions, set forth above. Par objects to Interrogatory No. 3 on the grounds that the phrase "where the safety and efficacy of the use of opioids beyond 16 weeks was tested" is vague and ambiguous, as is the undefined term "controlled studies." Par objects on the grounds that Interrogatory No. 3 includes the defined term "Opioids" which is overly broad, vague and ambiguous, purports to call for information outside Par's knowledge, possession, custody, or control, and seeks information that is not relevant to the claims or defenses of the parties or proportional to the needs of the case because it seeks information

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unconnected to the substantive allegations as to Par. Par also objects that this interrogatory is vague and ambiguous in that it fails to define the terms “safe” or “efficacious,” both of which could be interpreted to have many meanings.

Par further objects to Interrogatory No. 3 to the extent it calls for information requiring scientific, technical, or other specialized knowledge such that it is appropriately the subject of expert testimony, and/or to the extent it asks for or may be read to encompass work performed by or information received from experts retained by Par in order to defend itself in this litigation or in other litigation. Par will make appropriate disclosures regarding expert witnesses in accordance with applicable rules and orders.

Without waiver of the foregoing objections, Par responds as follows: The generic opioid products sold by Par are equivalent to reference listed drugs approved by the FDA as safe and effective. The clinical studies that supported the FDA’s approval are either identified in the FDA approved labels for the reference listed drug and its generic equivalents or are contained in the regulatory submissions to FDA by the manufacturers of the reference listed drugs. Par further states that it bases its response to Interrogatory No. 3 on information now known to Par through the exercise of reasonable diligence. Par’s investigation is continuing, and Par reserves the right to further amend, supplement, or modify its response based on additional or new information or to produce non-privileged, responsive documents pursuant to Federal Rule of Civil Procedure 33(d).

SUPPLEMENTAL RESPONSE TO INTERROGATORY 3:

Subject to and without waiver of all of Par’s previously stated objections, Par further responds as follows: Par refers Plaintiffs to Par’s supplemental response to Interrogatories No. 2 and 4 and to Par’s production of documents for further information on this subject. Par further

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responds that it is aware of Endo's studies that evaluated the safety and efficacy of Opana ER for a titration and treatment period lasting beyond 16 weeks:

- EN3202-020 - "A Multicenter, Open Label Extension Study to Evaluate the Long-Term Safety and Effectiveness of Numorphan CR in Patients with Chronic Pain" (clinical study report produced at ENDO-OPIOID_MDL-4344593).
- EN3202-021 - "An Open-Label Extension Study to Evaluate the Long-Term Safety, Tolerability, and Analgesic Efficacy of Numorphan CR (Oxymorphone HCl Controlled Release) in Subjects with Cancer Pain or Chronic Lower Back Pain" (clinical study report produced at ENDO-OPIOID_MDL-03758918).
- EN3202-022 - "An Open-Label Assessment of the Long-Term Safety and Utility of Numorphan CR for the Relief of Moderate to Severe Pain in Patients with Cancer" (clinical study report produced at ENDO-OPIOID_MDL-03961022).
- EN3202-028 - "An Open-Label Tolerability and Safety Study of Oxymorphone Extended Release in Opioid-Naïve Patients with Chronic Pain" (clinical study report produced at ENDO-OPIOID_MDL-04404497).
- EN3202-029 - "An Open-Label, Long-Term Effectiveness and Safety Study of Oxymorphone Extended Release in Patients with Cancer and/or Neuropathic Pain" (clinical study report produced at ENDO-OPIOID_MDL-04406524).

Par refers Plaintiffs to the clinical study reports Endo has produced for additional information concerning these studies. Responding further, Par directs Plaintiffs to the controlled studies identified in the FDA-approved labels for Schedule II opioid medications approved for long-term opioid treatment or the controlled studies submitted to the FDA in support of applications for such approvals. Par also identifies the Opioid Utilization Study ("OPUS"), which evaluated the clinical, economic, and quality of life outcomes of enrolled patients receiving opioid pain management for chronic non-cancer pain over a one-year study period.

INTERROGATORY NO. 4:

Identify any and all controlled studies that found that opioids improve patients' pain and function on a long-term basis (longer than 90 days).

RESPONSE TO INTERROGATORY NO. 4:

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Par incorporates by reference the Continuing Objections, including the Continuing Objections to Definitions and Instructions, set forth above. Par objects to Interrogatory No. 4 on the grounds that the phrase “found that opioids improve patients’ pain and function on a long-term basis” is vague and ambiguous and could be interpreted many ways. Interrogatory No. 4 fails to provide any guidance regarding the meaning of “improve” and “function,” terms which are vague and ambiguous in the context of this request.

Par objects on the grounds that Interrogatory No. 4 includes the defined term “Opioids,” which is overly broad, vague and ambiguous, purports to call for information outside Par’s knowledge, possession, custody, or control, and seeks information that is not relevant to the claims or defenses of the parties or proportional to the needs of the case because it seeks information unconnected to the substantive allegations as to Par. Par also objects that the interrogatory is vague and ambiguous in that it fails to define the term “controlled studies,” which could be interpreted to have many meanings. Par also objects to the extent this interrogatory purports to seek information that is outside of Par’s knowledge, possession, custody, or control.

Par further objects to Interrogatory No. 4 to the extent it calls for information requiring scientific, technical, or other specialized knowledge such that it is appropriately the subject of expert testimony, and/or to the extent it asks for or may be read to encompass work performed by or information received from experts retained by Par in order to defend itself in this litigation or in other litigation. Par will make appropriate disclosures regarding expert witnesses in accordance with applicable rules and orders.

Without waiver of the foregoing objections, Par responds as follows: The generic opioid products sold by Par are equivalent to reference listed drugs approved by the FDA as safe and

effective. The clinical studies that supported the FDA's approval are either identified in the FDA approved labels for the reference listed drug and its generic equivalents or are contained in the regulatory submissions to FDA by the manufacturers of the reference listed drugs. Par further states that it bases its response to Interrogatory No. 4 on information now known to Par through the exercise of reasonable diligence. Par's investigation is continuing, and Par reserves the right to further amend, supplement, or modify its response based on additional or new information or to produce non-privileged, responsive documents pursuant to Federal Rule of Civil Procedure 33(d).

SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 4:

Subject to and without waiver of all of Par's previously stated objections, Par further responds as follows: Par refers Plaintiffs to Par's supplemental response to Interrogatory No. 2 and 3 and to Par's production of documents for further information on this subject. Par further directs Plaintiff to studies sponsored by Endo that evaluated the safety and efficacy of Opana ER for a titration and treatment period lasting longer than 90 days:

- EN3202-020 - "A Multicenter, Open Label Extension Study to Evaluate the Long-Term Safety and Effectiveness of Numorphan CR in Patients with Chronic Pain" (clinical study report produced at ENDO-OPIOID_MDL-4344593).
- EN3202-021 - "An Open-Label Extension Study to Evaluate the Long-Term Safety, Tolerability, and Analgesic Efficacy of Numorphan CR (Oxymorphone HCl Controlled Release) in Subjects with Cancer Pain or Chronic Lower Back Pain" (clinical study report produced at ENDO-OPIOID_MDL-03758918).
- EN3202-022 - "An Open-Label Assessment of the Long-Term Safety and Utility of Numorphan CR for the Relief of Moderate to Severe Pain in Patients with Cancer" (clinical study report produced at ENDO-OPIOID_MDL-03961022).
- EN3202-028 - "An Open-Label Tolerability and Safety Study of Oxymorphone Extended Release in Opioid-Naïve Patients with Chronic Pain" (clinical study report produced at ENDO-OPIOID_MDL-04404497).

- EN3202-029 - “An Open-Label, Long-Term Effectiveness and Safety Study of Oxymorphone Extended Release in Patients with Cancer and/or Neuropathic Pain” (clinical study report produced at ENDO-OPIOID_MDL-04406524).
- EN3202-031 - “An Open-Label Titration Followed by a Randomized, Double-blind, Placebo-controlled Study to Assess the Efficacy, Tolerability, and Safety of Oxymorphone Extended Release Tablets in Opioid-Naïve Patients with Chronic Low Back Pain” (clinical study report produced at ENDO-OPIOID-MDL-04411383).
- EN3202-032 - “An Open-Label Titration Followed by a Randomized, Double-Placebo-Controlled Study to Assess the Efficacy, Tolerability, and Safety of Oxymorphone Extended Release Tablets in Opioid Experienced Patients with Chronic Low Back Pain” (clinical study report produced at ENDO-OPIOID_MDL-04415500).

Par refers Plaintiffs to the clinical study reports Endo has produced for additional information concerning these studies. Responding further, Par directs Plaintiffs to the controlled studies identified in the FDA-approved labels for Schedule II opioid medications approved for long-term opioid treatment or the controlled studies submitted to the FDA in support of applications for such approvals. Par further identifies the Opioid Utilization Study (“OPUS”), which evaluated the clinical, economic, and quality of life outcomes of enrolled patients receiving opioid pain management for chronic non-cancer pain over a one-year study period.

INTERROGATORY NO. 5:

Identify all physicians, professional associations and/or organizations that You, or any third party on Your behalf, compensated in any way for speaking, publishing endorsing [sic] or promoting Opioids and/or your Opioid Products from 1999 to present, the identify [sic] of those receiving compensation and detail the amount of compensation to each.

RESPONSE TO INTERROGATORY NO. 5:

Par incorporates by reference the Continuing Objections, including the Continuing Objections to Definitions and Instructions, set forth above. Par objects to Interrogatory No. 5 on the grounds that it is overly broad and unduly burdensome, seeks information not relevant to the issues raised by the claims or defenses of any party, and is not proportional to the needs of the

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case insofar as its seeks identification of “all physicians, professional associations and/or organizations” compensated over a nearly 20-year period of time without any connection to the allegations as to Par. Par also objects on the grounds that the phrase “professional associations and/or organizations” is vague and ambiguous, as are the terms “speaking,” “publishing,” and “endorsing.” Par also objects that the phrase “speaking, publishing endorsing or promoting Opioids and/or your Opioid Products” is grammatically confusing.

Par also objects to Interrogatory No. 5 because it includes the defined terms “Opioids” and “Opioid Products,” which are overly broad, vague and ambiguous, purport to call for information outside Par’s knowledge, possession, custody, or control, and seek information that is not relevant to the claims or defenses of the parties or proportional to the needs of the case because they seek information unconnected to the substantive allegations as to Par.

Without waiver of the foregoing objections, Par responds as follows: Par has not organized its generics business to promote its opioid products to prescribers or to pay doctors or other outside groups to speak, endorse, or promote Opioids or Opioid Products.

Par further states that it bases its response to Interrogatory No. 5 on information now known to Par through the exercise of reasonable diligence. Par’s investigation is continuing, and Par reserves the right to further amend, supplement, or modify its response based on additional or new information or to produce non-privileged, responsive documents pursuant to Federal Rule of Civil Procedure 33(d).

SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 5:

Subject to and without waiver of all of Par’s previously stated objections, Par further responds as follows: As a generics business, Par has not engaged health care professionals directly or indirectly for purposes of marketing or otherwise promoting its opioid medications

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and has not engaged or paid doctors or other outside groups to speak, endorse, or promote opioid products.

INTERROGATORY NO. 10:

Identify any Scientific Research, studies, tests, clinical trials or analysis regarding the safety and efficacy of Your Opioid Products that You decided not to publish and the reasons for that decision.

RESPONSE TO INTERROGATORY NO. 10:

Par incorporates by reference the Continuing Objections, including the Continuing Objections to Definitions and Instructions, set forth above. Par objects to Interrogatory No. 10 on the grounds that it is overly broad and unduly burdensome, not proportional to the needs of the case, and because it seeks information that is not relevant to the issues raised by the claims or defenses of a party insofar as it seeks information about Par's decisions "not to publish" "any Scientific Research, studies, tests, clinical trials or analysis" without connection to the allegations as to Par. Par also objects to Interrogatory No. 10 on the grounds that the terms "Scientific Research, studies, tests, clinical trials or analysis" and "publish" are vague and ambiguous in the context of this request, as is the phrase "decided not to publish."

Par objects to the extent Interrogatory No. 10 seeks information that is protected from disclosure by the attorney-client privilege, the work product protection doctrine, or any other applicable privilege or protection. Par further objects to Interrogatory No. 10 on the grounds that it includes the term "Opioid Products," which is overly broad, vague and ambiguous, purports to call for information outside Par's knowledge, possession, custody, or control, and seeks information that is not relevant to the claims or defenses of the parties or proportional to the needs of the case because it seeks information unconnected to the substantive allegations as to Par.

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Without waiver of the foregoing objections, Par responds as follows: The generic opioid products sold by Par are equivalent to reference listed drugs approved by the FDA as safe and effective. The clinical studies that supported the FDA's approval are either identified in the FDA approved labels for the reference listed drug and its generic equivalents or are contained in the regulatory submissions to FDA by the manufacturers of the reference listed drugs. Par's investigation is continuing, and Par reserves the right to further amend, supplement, or modify its response based on additional or new information or to produce non-privileged, responsive documents pursuant to Federal Rule of Civil Procedure 33(d).

SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 10:

Subject to and without waiver of all of Par's previously stated objections, Par further responds as follows: The generic opioid products sold by Par are equivalent to reference listed drugs approved by the FDA as safe and effective. The clinical studies that supported the FDA's approval are either identified in the FDA approved labels for the reference listed drug and its generic equivalents or are contained in the regulatory submissions to FDA by the manufacturers of the reference listed drugs. Par is not aware of any Scientific Research, studies, tests, clinical trials or analysis regarding the safety and efficacy of Par's Opioid Products that Par decided not to publish.

INTERROGATORY NO. 11:

Did You instruct your employees or sales agents to market Your Opioid Products as virtually non-addictive and what was the basis for that instruction?

RESPONSE TO INTERROGATORY NO. 11:

Par incorporates by reference the Continuing Objections, including the Continuing Objections to Definitions and Instructions, set forth above. Par objects that the terms "sales agents," "market," and "virtually non-addictive" are vague and ambiguous. Par further objects to

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Interrogatory No. 11 on the grounds that it includes the term “Opioid Products,” which is overly broad, vague and ambiguous, purports to call for information outside Par’s knowledge, possession, custody, or control, and seeks information that is not relevant to the claims or defenses of the parties or proportional to the needs of the case because it seeks information unconnected to the substantive allegations as to Par.

Without waiver of the foregoing objections, Par responds as follows: Par has not organized its generics business to employ a sales force for purposes of promoting opioid medications to prescribers directly. Par’s investigation is continuing, and Par reserves the right to further amend, supplement, or modify its response based on additional or new information or to produce non-privileged, responsive documents pursuant to Federal Rule of Civil Procedure 33(d).

SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 11:

Subject to and without waiver of all of Par’s previously stated objections, Par further responds as follows: Par did not instruct its employees or sales agents to market Schedule II opioid products as virtually non-addictive.

INTERROGATORY NO. 12:

Did You instruct your employees and sales agents that there was no upper limit on dosing for any of Your Opioid Products? Describe how that instruction was tested in terms of safety and efficacy and have You subsequently ever placed restrictions on Your recommended dosing limits and why?

RESPONSE TO INTERROGATORY NO. 12:

Par incorporates by reference the Continuing Objections, including the Continuing Objections to Definitions and Instructions, set forth above. Par objects that this interrogatory is overly broad, not proportional to the needs of the case, and seeks information that is not relevant to the claims or defenses of a party insofar as it seeks information about Par’s instructions as its

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“Opioid Products” generally. The term “Opioid Products” is overly broad, vague and ambiguous, purports to call for information outside Par’s knowledge, possession, custody, or control, and seeks information that is not relevant to the claims or defenses of the parties or proportional to the needs of the case because it seeks information unconnected to the substantive allegations as to Par.

Par also objects to Interrogatory 12 on the grounds that the phrases “upper limit on dosing,” “how that instruction was tested in terms of safety and efficacy,” and “restrictions on Your recommended dosing limits” are so vague and ambiguous as used in this interrogatory that Interrogatory No. 12 lacks sufficient precision to allow Par to formulate a response. Par objects that the undefined term “sales agents” is also vague and ambiguous. Plaintiffs have clarified that “upper limit on dosing” refers to milligrams per day.

Par further objects to Interrogatory No. 12 on the basis that it contains more than one discrete question. Interrogatory No. 12 requests information concerning what “employees and sales agents” were instructed regarding an “upper limit on dosing,” but also asks for a description of separate information regarding safety and efficacy testing and whether Par has “ever placed restrictions” on “dosing limits.” Since there are at least three discrete questions contained within Interrogatory No. 12, these questions shall be considered separate interrogatories and shall count against the maximum allowable number of interrogatories that may be served in accordance with the CMO.

Without waiver of the foregoing objections, Par responds as follows: The FDA-approved prescribing information for Par’s opioid medications includes information concerning the maximum daily dosage for a particular medication, if any. Par has not organized its generics

business to employ a sales force for purposes of promoting opioid medications to prescribers directly.

Par further states that it bases its response to Interrogatory No. 12 on information now known to Par through the exercise of reasonable diligence. Par's investigation is continuing, and Par reserves the right to further amend, supplement, or modify its response based on additional or new information or to produce non-privileged, responsive documents pursuant to Federal Rule of Civil Procedure 33(d).

SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 12:

Subject to and without waiver of all of Par's previously stated objections, Par further responds as follows: The FDA-approved prescribing information for Par's opioid medications includes information concerning the maximum daily dosage for a particular medication, if any. Par did not instruct its employees or sales agents that there was no upper limit on dosing for any of Par's Schedule II opioid products.

INTERROGATORY NO. 16:

Identify with specificity all facts, documents and data that You plan to rely on in Your defense in this case, including any contention by You that: (a) that the statements at issue were not false or misleading; (b) that You did not direct, control, or make the statements; (c) that Your representations did not cause increase prescribing, use, abuse, misuse or injuries from Opioids; (d) that Your Opioids were not the source of the harms described in the Complaint or experienced by the Jurisdictions; (e) that Your conduct did not cause injury to a public right, as opposed to an individual injury; (f) that the public nuisance described in the Complaint was reasonable or not substantial; and (g) the Jurisdictions were aware or on notice of or failed to mitigate Your conduct and violations of law, as described in the Complaint.

RESPONSE TO INTERROGATORY NO. 16:

Par incorporates by reference its General Objections set forth above. Par objects to this interrogatory on the grounds that it is overly broad, unduly burdensome, and not proportional to the needs of the case, particularly insofar as it seeks "with specificity all facts, documents and

data.” This interrogatory effectively asks Par, at an early stage of the discovery process, to produce a veritable narrative of its entire case. “In the written discovery process,” however, “parties are not entitled to each and every detail that could possibly exist in the universe of facts.” *Bashkin v. San Diego Cty.*, 2011 WL 109229, at *2 (S.D. Cal. Jan. 13, 2011); *see also IBP, Inc. v. Mercantile Bank*, 179 F.R.D. 316, 321 (D. Kan. 1998). Par also objects to this interrogatory as a premature contention interrogatory, as fact discovery is ongoing and/or incomplete.

Par further objects to this interrogatory to the extent it purports to call for information protected from disclosure by the work product doctrine, the attorney-client privilege, or any other applicable privilege or protection. Par also objects to this interrogatory to the extent it purports to require premature disclosure of “facts, documents and data” that will be the subject of expert testimony. Par will make appropriate disclosures regarding expert witnesses in accordance with applicable rules and orders. Par objects on the basis that this interrogatory contains at least eight discrete questions, each of which should be counted separately against the 35 interrogatory limitation contained in CMO 1.

SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 16:

Subject to and without waiver of all of Par’s previously stated objections, Par further responds as follows: Par will rely on facts contained in documents and data produced by Par, Endo, other defendants, Plaintiffs, and third parties to support its defenses in these cases, and refers Plaintiffs, pursuant to Federal Rule of Civil Procedure 33(d), to documents including but not limited to: (1) the clinical study reports identified in Par’s responses to Interrogatory Nos. 2, 3, and 4; (2) the other publications, studies, and sources identified in Par’s responses to Interrogatory Nos. 2, 3, and 4; (3) adverse event data; (4) correspondence and communications

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with and submissions to the FDA; (5) the labels and warnings related to Par's Schedule II opioid medications; (6) documents regarding Par's monitoring of suspicious orders; (7) company policies and procedures concerning suspicious order monitoring, adverse event reporting and monitoring, diversion reporting as well as documents concerning or reflecting compliance with those policies and procedures; (8) prescription and sales data and market share information for Par's opioid medications; and (9) any other documents or data identified in Endo's written discovery responses.

Par also refers Plaintiffs to the following as examples of those facts on which it may rely in this matter: (1) the FDA approved the Abbreviated New Drug Applications for Par's opioid medications; (2) the FDA-approved labels for Par's Schedule II opioid medications disclose the risks of those medications and contain extensive information regarding those risks and use of the products; (3) Par did not market its products to healthcare providers directly; (4) Par did not ship suspicious controlled substances orders and had appropriate procedures for monitoring of orders for its Schedule II opioids; and (5) any other fact identified in Par's written discovery responses.

Further, Par will rely on facts contained in deposition transcripts provided by current and former employees of Plaintiffs, current and former employees of Endo and Par, current and former employees of other defendants, third parties, and experts to support its defenses in these cases. Par reserves its right also to rely on facts contained in any other discovery provided in these cases to support its defenses in these cases, and any other discovery that may be provided in the future in these cases to support its defenses in these cases. Par also refers Plaintiffs to its response to Interrogatories No. 17 and 22 for a description of certain affirmative defenses and the facts related to those affirmative defenses that Par may raise in response to Plaintiffs' claims and

to the affirmative defenses pled in Par's Answer to the Corrected Second Amended Complaint in Case No. 180OP-45090.

With respect to the specific contentions contained in this Interrogatory, namely, that "the statements at issue were not false or misleading," that Par "did not direct, control, or make the statements," and that Par's "representations did not cause increase prescribing, use, abuse, misuse or injuries from Opioids," despite repeated requests, Plaintiffs have not identified a single specific false or misleading statement or representation made by Par that influenced opioid prescribing in Plaintiffs' jurisdictions. Par is not required to identify facts to rebut claims about "statements" and "representations" that do not exist. If Plaintiffs identify these statements with specificity, Par may endeavor to further supplement its response to this Interrogatory.

With respect to the contentions that Par's "Opioids were not the source of the harms described in the Complaint or experienced by the Jurisdictions," Par's "conduct did not cause injury to a public right, as opposed to an individual injury," and that "the public nuisance described in the Complaint was reasonable or not substantial," Plaintiffs have not identified with specificity the evidence that they will use to prove that Par, individually, caused Plaintiffs to suffer harm, injured a public right, or created a public nuisance. Par is not required to identify facts to rebut claims about broad categories of alleged harms that have not been alleged to have been caused by Par. If Plaintiffs can identify with specificity the evidence upon which Plaintiffs will rely to show that Par, individually, caused Plaintiffs to suffer harm, injured a public right, or created a public nuisance, Par may endeavor to further supplement its response to this Interrogatory.

Finally, with respect to the contentions that "the Jurisdictions were aware or on notice of or failed to mitigate [Par's] conduct and violations of law, as described in the Complaint,"

Plaintiffs have not identified with specificity what conduct of Par's is referred to in Interrogatory No. 16, and have not provided with specificity the evidence upon which Plaintiffs will rely to prove that Par's unspecified conduct amounted to a violation of law. If Plaintiffs can more specifically identify the alleged conduct referred to in Interrogatory No. 16 and the evidence upon which Plaintiffs will rely to prove that Par's unspecified conduct amounted to a violation of law, Par may endeavor to further supplement its response to this Interrogatory.

INTERROGATORY NO. 17:

Identify all prescriptions of Opioids in the Jurisdictions that were medically unnecessary or inappropriate, including the criteria applied to identify such prescriptions.

RESPONSE TO INTERROGATORY NO. 17:

Par incorporates by reference its General Objections set forth above. Par objects to this interrogatory on the grounds that it is overly broad, unduly burdensome, and seeks information that is neither relevant nor proportional to the needs of the case to the extent it seeks information about "all prescriptions" of any "Opioids in the Jurisdictions that were medically unnecessary or inappropriate." Par objects that this interrogatory is vague and ambiguous, and calls for information outside Par's knowledge, possession, custody, or control. Par objects that this interrogatory demands information in Plaintiffs' possession already or that is available from third parties from whom discovery regarding these subjects is ongoing and/or incomplete. Par objects that this interrogatory is improper insofar as it seeks to require Par to prepare Plaintiffs' case for Plaintiffs. Par objects to the extent this interrogatory seeks information that is protected from disclosure by the attorney-client privilege, the work product protection doctrine, or any other applicable privilege or protection.

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Par also objects that this interrogatory is vague and ambiguous insofar as “Jurisdictions” appears to refer to a defined term but no definition is provided. Par objects to the extent this term seeks information concerning a geographic scope that is not relevant to the claims in the instant actions or that is inconsistent with the orders and rulings concerning the scope of discovery in these actions. Par further objects that the phrases “medically unnecessary and inappropriate” and “criteria applied to identify” are vague and ambiguous because they are subject to multiple different interpretations.

Subject to and without waiver of the foregoing objections, Par responds as follows: Par is not aware of specific medically unnecessary or inappropriate prescriptions of its Schedule II opioid medications in the Track One jurisdictions. As a general matter, Par does not have access to information necessary to identify specific medically unnecessary or inappropriate prescriptions because, for example, Par does not have information identifying the patient for whom a particular prescription was written. Par also does not have information regarding such a patient’s individual medical condition and characteristics or identifying the basis for the prescribing physician’s decision to prescribe a Par Schedule II opioid medication for that particular patient. Nor does Par have information about how the particular patient used any specific prescription.

Par further states that it bases its response to this interrogatory on information now known to Par through the exercise of reasonable diligence. Par reserves the right to further amend, supplement, or modify its response based on additional or new information or to produce non-privileged, responsive documents pursuant to Federal Rule of Civil Procedure 33(d).

SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 17:

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Subject to and without waiver of all of Par's previously stated objections, Par further responds as follows: Plaintiffs have not identified any medically unnecessary or inappropriate prescriptions for opioids sold by Par, caused by any purported misrepresentation, omission, or other conduct of Par in connection with the promotion or marketing of opioid medications and have not produced sufficient information through which Par could identify any such prescriptions, notwithstanding that Defendants have repeatedly sought information to show prescriptions caused by their purported misconduct.

INTERROGATORY NO. 22:

Do You contend that there were intervening or supervening or superseding causes between Your conduct and any of the Jurisdictions' injuries alleged in the Second Amended Complaint? If so, please identify each such intervening or supervening or superseding cause, including but not limited to the name and address of any individual who You contend is such a cause, how that person or entity acted as such a cause, and each and every fact that supports Your contention that each such individual or entity is such a cause.

RESPONSE TO INTERROGATORY NO. 22:

Par incorporates by reference its General Objections set forth above. Par objects to this interrogatory on the grounds that it is overly broad, unduly burdensome, and not proportional to the needs of the case insofar as it seeks "each and every fact," including names and addresses of "any individual." Par also objects to this interrogatory as a premature contention interrogatory, as fact discovery is ongoing and/or incomplete.

Par also objects to the extent this interrogatory seeks disclosure of expert discovery inconsistent with the deadlines for such disclosure. Par will make appropriate disclosures regarding expert witnesses in accordance with applicable rules and orders. Par further objects to this interrogatory to the extent it purports to call for information protected from disclosure by the work product doctrine, the attorney-client privilege, or any other applicable privilege or protection. Par objects that this interrogatory is vague and ambiguous insofar as "Jurisdictions"

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appears to refer to a defined term but no definition is provided. Par objects to the extent this term seeks information concerning a geographic scope that is not relevant to the claims in the instant actions or that is inconsistent with the orders and rulings concerning the scope of discovery in these actions.

Subject to and without waiver of the foregoing objections, Par responds that numerous intervening or supervening or superseding causes exist between Par's alleged conduct and any of the Jurisdictions' injuries alleged in the Second Amended Complaint. Those causes include:

1. A prescriber's receipt and reliance on a misstatement or omission by Par;
2. A prescriber's decision to write a medically unnecessary or inappropriate prescription of a Par product for a specific patient because of the alleged misrepresentation or omissions and without knowledge or an understanding of the risks of the medication;
3. A patient filling that prescription;
4. A pharmacy filling the patient's medically unnecessary or inappropriate prescription with a Par generic opioid product instead of a competitor's generic opioid product;
5. Potential criminal diversion of the Par product prescribed by a prescriber and filled by a pharmacy;
6. A patient abusing, misusing, or becoming addicted to the to the allegedly fraudulently-induced prescription because of the prescription of that product as opposed to other factors (e.g., the individual's mental health or history of addiction) or other medically appropriate prescriptions;
7. The patient's independent choices or actions to abuse or misuse the product;

8. The patient's independent choice to move from prescription opioids to illegal non-prescription drugs; and
9. Plaintiffs incurred costs or lost tax revenue as a result of the patient's misuse, abuse, or addiction that would not have occurred but for Par's allegedly false statement and the chain of causation required above.

Par further responds that a number of actors other than Par play a critical role in the dispensing and use of opioids, including health insurance companies, pharmacy benefit managers, distributors, retailers, and public entities that, for example, oversee prescribing practices, investigate diversion, provide drug prevention and treatment services, provide or encourage alternative pain management systems, provide or sponsor education for prescribers or the public, or regulate the availability and supply of opioid medications or illicit opioids. Moreover, opioids can reach the hands of consumers through an illegal supply chain that begins with the illegal manufacture of illicit opioids, including in foreign countries, or the illegal diversion of legally produced opioid medications. Regardless of their origin, individual users abuse these illicit opioids.

Par further states that it bases its response to this interrogatory on information now known to Par through the exercise of reasonable diligence. Par reserves the right to further amend, supplement, or modify its response based on additional or new information or to produce non-privileged, responsive documents pursuant to Federal Rule of Civil Procedure 33(d).

SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 22:

Subject to and without waiver of all of Par's previously stated objections, Par responds that its conduct did not cause any purported injury to Plaintiffs, and Plaintiffs' complaints fails to

allege any particular misrepresentation, omission or other act of wrongdoing by Par that caused Plaintiffs' alleged injuries.

Par states further that Plaintiffs' alleged chain of causation related to legitimate patients would require, at a minimum, the following series of events for each alleged act or omission, prescription, and injury:

- An alleged Par misrepresentation or omission in the Track One jurisdictions;
- A third-party prescriber who was exposed to that specific misrepresentation or affected by that omission;
- Instead of exercising his or her own independent medical judgment, including pursuant to the black-box risk warnings provided in the applicable product labeling information, that third-party prescriber prescribed a Par opioid medication as a result of Par's allegedly wrongful act or omission without knowledge or an understanding of the risks of the medication;
- The prescription was medically unnecessary for the patient;
- The pharmacist dispensed the medically unnecessary prescription without informing the patient about the risks;
- The patient was unaware of the risks of opioids;
- The patient was harmed by a Par opioid medication (as opposed to illicit opioids) due to the allegedly fraudulently induced prescription, as opposed to other factors (e.g., personal choices made by the individual to violate the law or doctor's orders, third-party diversion of opioids, or other illicit activities); and
- Plaintiffs incurred the harms described in the complaint as a result of that patient's misuse, abuse, or addiction that would not have occurred but for Par's allegedly false statement or omission.

Answering further, Par has identified alternative causes that may, in whole or in part, address Plaintiffs' claim of causation and proximate causation, render the alleged damages too remote as a matter of law, and/or interrupt or break the chain of causation that Plaintiffs must prove between Par's alleged conduct and the purported harms described in the complaint. Some of these alternative causes are discussed herein from presently available information, and others

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are expected to be found in discovery. Plaintiffs possess discovery and other information that they have not provided to Par, despite being ordered to do so, that would shed additional light on the particulars of these and other alternative causes and discovery is ongoing. Par thus reserves the right to modify this supplemental response. Moreover, expert discovery is ongoing and is expected to shed additional light on these and other alternative causes.

First, Par may argue that ***criminal activity*** is an intervening or superseding cause that breaks the chain of causation that Plaintiffs must prove to show that Par is liable for the damages Plaintiffs seek. It is undisputed that diversion occurs by illegal and criminal third party actors who may, for example, steal prescription drugs from legitimate channels of distribution and dispensation and then re-sell or re-distribute via black markets to individuals who lack a lawful prescription or who are not under the supervision or care of a licensed medical doctor or other prescriber. The activities of foreign drug cartels, illegal foreign drug labs, and illegal mail drug traffickers are another example of criminal activity that is an intervening or superseding cause.

By way of example, Par refers to the following:

- PPLPC004000366979 at 7013 refers to a conviction of Ruben J. Rhodes on charges including aggravated drug trafficking for 100,000 illegally obtained prescription oxycodone and other pills brought into Ohio for illegal sale;
- CUYAH_005076182 at 189 refers to an arrest of John Randy Callihan for selling prescription oxycodone and other controlled substances to individuals who lack a legitimate medical need;
- CUYAH_005076182 at 189 refers to an arrest of Christopher Stegawski for selling prescription oxycodone and other controlled substances to individuals who lack a legitimate medical need;
- CUYAH_000018361 at 396 refers to the ways prescription drugs are diverted through criminal activity to the illicit marketplace;
- CUYAH_001708327 refers to illicit fentanyl, cocaine, and methamphetamine in Ohio;
- CUYAH_001552252 refers to illicit fentanyl from China in Cuyahoga County.

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- SUMMIT_000906717 and SUMMIT_000906721 refer to overdose fatalities from heroin and illicit fentanyl;
- SUMMIT_000036323 refers to reports of counterfeit pills mimicking oxycodone in Ohio.
- AKRON_000368459 refers to a report of investigation by the Ohio State Board of Pharmacy including an interview of a patient, Pearl Lantz, who admits to selling pills prescribed to her that she did not take herself;
- CLEVE_000345269 refers to a report of an individual passing fraudulent prescriptions for oxycodone 30 mg (1/8/03) (Cleveland Police Narcotics Unit Compliance Case Tracker);
- CLEVE_000345269 refers to a report of an individual selling Percocet and Vicodin from a house (1/23/2013) (Cleveland Police Narcotics Unit Compliance Case Tracker);
- CLEVE_000345269 refers to a report of a patient selling his “Oxy” prescriptions unlawfully (4/22/2013) (Cleveland Police Narcotics Unit Compliance Case Tracker);
- CLEVE_000345269 refers to a report of an individual heading a “pill ring” to sell OxyContin and other prescription drugs (11/11/2013) (Cleveland Police Narcotics Unit Compliance Case Tracker);
- CLEVE_000345269 refers to a report of a robbery of over 2,000 pills of Percocet and/or Oxycodone (1/7/2013) (Cleveland Police Narcotics Unit Compliance Case Tracker);
- Public sources refer to Da’Nico D. Geter, a resident of Akron, Ohio, as pleading guilty to, among other things, possession with intent to distribute approximately 201.5 grams of carfentanil within Summit County, Ohio (<https://www.justice.gov/usao-ndoh/pr/akron-man-pleads-guilty-using-firearm-while-having-nearly-half-pound-carfentanil>);
- Public sources refer to Dustin W. Somerville, a resident of Barberton, Ohio, as being indicted for, among other things, possession with intent to distribute 34 grams of a substance containing carfentanil within Summit County, Ohio (*United States v. Geter et al.*, 5:18-cr-00021, Indictment, Jan. 10, 2018);
- Public sources refer to Donte L. Gibson, Audrey J. Gibson, Dontaysha S. Gibson, Derrick A. Adams II, Lisa A. Richardson, Lori E. Martin, Ajarae C. Hisle, Jamar J. Jackson, and Garrett R. Frantz, who are residents of Akron, Ohio, as being indicted in 2018 for, among other things, conspiracy to possess with intent to distribute more than 400 grams of pure illicit fentanyl and at least 9.65 grams of pure carfentanil (<https://www.justice.gov/usao-ndoh/pr/nine-people-indicted-ordering-fentanyl-and-carfentanil-china-and-selling-it-akron-and>);

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- Public sources refer to Reginald Jenkins, who is a South Carolina resident; Troy Davis, Stephen Phares, Raymond Trenell Oliver, Elonzo Davis, Quadron Johnson, William Solomon, Malik Hobson, Johnnie Lawrence, Richard Fluker, Alvin Fennel, Terrance Williams, Aaron White, Alkeem Fennel, Cassandra Studebaker, Courtney Warrens, Tommie Richardson, Arthur Solomon, Mickey Tramie, who are residents of Elyria, Ohio; Deondre Vaughn, Troy Martin, Anthony Rodgers, Myron Pryor, who are residents of Cleveland, Ohio; Leon Lamont, who is a resident of Washington, Ohio; and Jarell Davis, who is a resident of Cuyahoga Falls, Ohio. These individuals were indicted on June 21, 2018, for their roles in distributing 100 grams or more of a substance containing Fentanyl, 50 grams or more of a mixture containing fentanyl, 10 grams or more of a mixture containing carfentanyl, and hundreds of grams of other drugs including cocaine and heroin, throughout the Northern District of Ohio (*United States v. Davis et al.*, 1:18-cr-331, Indictment);
- Public sources refer to Ryan Sumlin, Sabrina M. Robinson, and Leroy Shuarod Steele, residents of Akron, Ohio, as either being convicted of, or pleading guilty to, among other things, distribution of illicit fentanyl from China and heroin that resulted in the death of a 23-year-old resident of Akron, Ohio (*See e.g., United States v. Steele et al.*, 5:15-cr-319, Plea Agreement as to Sabrina M. Robinson, January 12, 2017; <https://www.justice.gov/usao-ndoh/pr/akron-man-faces-least-20-years-prison-after-being-convicted-selling-fentanyl-and-heroin>; <https://www.justice.gov/usao-ndoh/pr/akron-man-indicted-selling-fentanyl-caused-fatal-overdose>);
- Public sources refer to Gerald Bowerman and Cortney Williams, residents of Cuyahoga Falls, Ohio, and Emmett Nelson, resident of Akron, Ohio, as being indicted for conspiracy to possess with intent to distribute 40 grams or more of illicit fentanyl within Summit County, Ohio (<https://www.justice.gov/usao-ndoh/pr/three-summit-county-indicted-having-1500-pills-fentanyl-stamped-look-oxycodone>);
- Public sources refer to LeTroy Vaughn, a resident of Akron, Ohio, as being indicted in May 2018 for distribution of illicit fentanyl obtained from China which resulted in the fatal overdose of a resident of Wadsworth, Ohio (<https://www.justice.gov/usao-ndoh/pr/akron-man-charged-selling-fentanyl-caused-wadsworth-mans-death>);
- Public sources refer to the sentencing of Akron doctor, Gregory Ingram, for exchanging opioid prescriptions for money and sexual favors (<https://www.ohio.com/article/20151111/NEWS/311119046>);
- Public sources refer to Dennie Rowland, Candi A. Webb, and Richard L. Overdorf, who are residents of Akron, Ohio as being indicted in February 2018 for their roles in a conspiracy to possess with intent to distribute controlled substances within Summit County, Ohio (<https://www.justice.gov/usao-ndoh/pr/three-akron-area-indicted-their-roles-conspiracy-which-they-forged-signatures-medical>);
- OBD-00003727 at 770 refers to the report of the sentencing of Dr. Donald Raymond Kiser for conspiracy to distribute controlled substances (oxycodone, hydrocodone,

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alprazolam) without lawful authorization (Cases Against Doctors, USDOJ, Office of Diversion Control); and

- CLEVE_003327602 and CLEVE_003328886 acknowledge that Mexican Drug Trafficking Organizations (MDTOs) are directly supplying Cleveland-based heroin distributors.

Par reserves the right to reference other examples of criminal activity that acted as an intervening or superseding cause.

Second, Par may argue that ***individual physicians' wrongful conduct*** is an intervening or superseding cause that breaks the chain of causation that Plaintiffs must prove to show that Par is liable for the damages Plaintiffs seek. Physicians or other prescribers may become an alternative cause, including by, for example, submitting fraudulent prescriptions, writing prescriptions for patients who do not have a medically proper use for them, failing to attend to the risk of abuse and addiction, and converting their medical practice into a "pill mill." The pertinent state has authority to regulate the practice of medicine, and Plaintiffs have authority to police and enforce criminal departures from controlling medical regulations. These and other wrongful actions would cause damage to the individual patient and others. By way of example, Par refers to the following:

- PPLPC015000254042 refers to an audit of the Ohio Pharmacy Board that found that 12,000 physicians violated the policy requiring them to check patients' prescription histories against the state website before recommending prescription opioids;
- Public sources refer to the sentencing of Akron doctor, Gregory Ingram, for exchanging opioid prescriptions for money and sexual favors (<https://www.ohio.com/article/20151111/NEWS/311119046>);
- OBD-00003727 at 770 refers to the report of the sentencing of Dr. Donald Raymond Kiser for conspiracy to distribute controlled substances (oxycodone, hydrocodone, alprazolam) without lawful authorization (Cases Against Doctors, USDOJ, Office of Diversion Control);
- AG-MHA_036652 at 659 refers to a patient who received 59 prescriptions from an internal medicine physician giving the patients an average daily MED of 1,147 mg;

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- Public sources refer to the sentencing of an Ohio dentist in connection with illegal oxycodone and hydrocodone distribution
(<https://archives.fbi.gov/archives/cleveland/press-releases/2010/cl121610a.htm>)

Par reserves the right to reference other examples of individual physicians' conduct that acted as an intervening or superseding cause.

Third, Par may argue that *an individual's failure to follow a physician's or other prescriber's directions*—and/or an individual's illegal conduct—for use of prescription opioid medications is also an alternative cause of potential harm to that individual and others. Par's opioid medications are accompanied by explicit instructions to the prescriber for proper use and disclosure of the medication's risks and benefits, and the physician or other prescriber is under an independent duty to the patient to determine whether a prescription is appropriate for that individual. But individual patients may fail to follow or violate their physician's or other prescriber's instructions for use by, among other things, crushing or otherwise altering the medication to depart from its intended use, failing to follow dosing and frequency instructions, failing to dispose of extra pills that can be improperly diverted from a medicine cabinet or elsewhere, or dispensing pills directly to friends or family. These and other departures from physician or prescriber directions may cause damages. By way of example, Par refers to the following:

- CUYAH_000018361 at 379 refers to unintentional drug poisonings (overdoses) in Ohio (Report by Bureau of Health Promotion and Risk Reduction, Ohio Department of Health);
- CUYAH_011925434 at 441 refers to a report that in 2008 16% of individuals who died from unintentional poisoning had a history of doctor shopping from at least five different prescribers per year (Ohio Prescription Drug Abuse Task Force, Initial Report);
- AKRON_000368459 refers to a report of investigation by the Ohio State Board of Pharmacy, including an interview of a patient who admits to lying to obtain controlled substances;

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- AG-MHA_036652 at 660 refers to an individual who received 41 opioid prescriptions from 16 prescribers and filled them at 8 pharmacies giving the individual an average daily MED of 196 mg;
- AG-MHA_036652 at 660 refers to an individual who received 22 Opioid prescriptions from 15 prescribers and filled them at 10 pharmacies. The individual traveled more than 70 miles to obtain prescriptions from three different prescribers and six prescriptions were written by a prescriber more than 145 miles away (OIG Data Brief: Opioids in Ohio Medicaid: Review of Extreme Use and Prescribing);
- CLEVE_000115319 refers to a report of an individual who overdosed on OxyContin on 9/5/2016;
- CLEVE_000115349 refers to a report of an individual who presented to the emergency room reporting taking too much OxyContin on 6/1/2016;
- CLEVE_000115349 refers to a report of an individual who was brought to the emergency room and whose spouse reported overuse of OxyContin on 6/29/2016;
- CLEVE_000115349 refers to a report of an individual who presented to the emergency room reporting ingestion of 16 5mg tablets of Oxycodone on 11/6/2016; and
- CUYAH_001120141 refers to a report of the death of an individual from acute intoxication by the combined effects of ethanol, cocaine, hydrocodone, acetaminophen, and nordiazepam.

Par reserves the right to reference other examples of an individual patient's conduct that acted as an intervening or superseding cause.

Fourth, Par may argue that among other potential alternative causes, individuals who take prescription opioids and experience addiction, abuse the medication, or sustain other injuries, may also have been *using other medications or illegal drugs, such as heroin and illicit fentanyl*, whether concurrently, previously, or subsequently. The use of other medications (including other opioid medications that are not made or marketed by Par) or illegal drugs may cause damages, including personal injury or death. By way of example, Par refers to the following:

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- CUYAH_001121821 refers to a report of the death of an individual from acute intoxication by the combined effects of cocaine, heroin, and ethanol;
- CUYAH_001040118 refers to a report of the death of an individual from acute heroin intoxication;
- SUMMIT_000035675 refers to a report of the death of an individual Cease from the combined use of ethanol, fentanyl, and heroin;
- SUMMIT_000035547 refers to a report of the death of an individual from acute mixed fentanyl and cocaine toxicity;
- SUMMIT_001199555 refers to a report of the death of an individual from fentanyl toxicity;
- SUMMIT_001199557 refers to a report of the death of an individual from acute mixed heroin, fentanyl and alprazolam toxicity;
- A publication released by the Ohio Department of Health concludes that “[t]he vast majority of fentanyl reports by law enforcement in drug seizures result from illegally produced and trafficked fentanyl, not diverted prescription fentanyl”;
- SUMMIT_000037688 refers to overdoses related to carfentanil;
- AKRON_000203830 refers to a report of the death of an individual from acute fentanyl toxicity; and
- AKRON_000203841 refers to a report of the death of an individual from carfentanil toxicity.

Par reserves the right to reference other examples of the use of other medications or illegal drugs that acted as an intervening or superseding cause.

Fifth, Par may argue that ***conduct by an individual distributor*** is an intervening or superseding cause that breaks the chain of causation that Plaintiffs must prove to show that Par is liable for the damages Plaintiffs seek. By way of example, Par refers to such conduct that may act as an intervening or superseding cause:

- Certain distributors may have failed to employ a suspicious order monitoring program that complied with the Controlled Substances Act;

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- Certain distributors may have failed to flag orders of interest in a manner that complied with the Controlled Substances Act;
- Certain distributors may have failed to investigate orders of interest in a manner that complied with the Controlled Substances Act;
- Certain distributors may have failed to obtain sufficient justifications for orders of interest in a manner that complied with the Controlled Substances Act;
- Certain distributors may have failed to hold orders of interest in a manner that complied with the Controlled Substances Act;
- Certain distributors may have failed to report suspicious orders in a manner that complied with the Controlled Substances Act;
- Certain distributors may have failed to cancel suspicious orders in a manner that complied with the Controlled Substances Act;
- Certain distributors may have failed to develop thresholds for orders in a manner that complied with the Controlled Substances Act;
- Certain distributors may have failed to maintain thresholds for orders in a manner that complied with the Controlled Substances Act; and
- Certain distributors may have failed to comply with security requirements set forth in the Controlled Substances Act.

Par reserves the right to reference other examples of conduct by distributors that acted as an intervening or superseding cause.

Sixth, Par may argue that *an individual pharmacy* is an intervening or superseding cause that breaks the chain of causation that Plaintiffs must prove to show that Par is liable for the damages Plaintiffs seek, including by, for example, dispensing prescription medications without a proper prescription or failing to report indications of diversion, abuse, or addiction. By way of example, Par refers to the following:

- CLEVE_000345269 refers to a case of a pharmacy filling a stolen prescription for Oxycodone (7/17/2013) (Cleveland Police Narcotics Unit Compliance Case Tracker);
- CLEVE_000345269 refers to a case of a pharmacy filling a prescription in a different name (8/5/2013) (Cleveland Police Narcotics Unit Compliance Case Tracker);

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- CLEVE_000345269 refers to a case of improper dispensing of oxycodone among other prescription drugs (10/7/2013) (Cleveland Police Narcotics Unit Compliance Case Tracker);
- CLEVE_000345269 refers to a case of filling fraudulent prescriptions for oxycodone (10/8/2013) (Cleveland Police Narcotics Unit Compliance Case Tracker);
- CLEVE_000345269 refers to a case of filling fraudulent prescriptions for oxycodone (10/10/2013) (Cleveland Police Narcotics Unit Compliance Case Tracker);
- PPLP004381010 refers to a Southgate Pharmacy's suspicious ordering of oxycodone and hydrocodone and discontinuing business with the pharmacy;
- SUMMIT_002053476 at 503-510 refers to a record of proceedings of the Ohio State Board of Pharmacy against Chanice Newcomer, RPh for theft of drugs including oxycodone from her pharmacy employer;
- CUYAH_002120507 refers to an email from a forensic toxicologist in the Cuyahoga County Medical Examiner's Office describing a case of improper filling in a single day of multiple prescriptions for oxymorphone by an unidentified pharmacy;
- AKRON_000368675 refers to a report on the indictment of two pharmacists charged with using pharmacies to sell opioids and opiates illicitly; and
- SUMMIT_001353772 refers to a report on charges against pharmacist Harold Fletcher for illegally distributing prescription painkillers and reports that he filled a prescription written by a pill mill and presented by a patient who lived 85 miles away.

Par reserves the right to reference other examples of conduct by individual pharmacies that acted as an intervening or superseding cause.

Seventh, Par may argue that ***federal and state government authorities*** are an intervening or superseding cause that breaks the chain of causation that Plaintiffs must prove to show that Par is liable for the damages Plaintiffs seek. By way of example, Par refers to such conduct that may act as an intervening or superseding cause:

- The DEA determined the "quota" governing production levels of opioids in the United States, based on its determination of the nation's legitimate needs;

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- The DEA issues registrations to manufacturers, distributors, pharmacies and prescribers, and has the authority and responsibility to revoke such registrations as provided by the CSA and governing regulations if those registrants engage in diversion;
- The DEA was aware of, and had authority to act on, market-wide distribution information provided to it through ARCOS reporting and other sources;
- Until at least 2010, the DEA didn't proactively review usage data to combat the diversion of drugs for illicit purposes" and the DEA "still does not have a centralized way to analyze suspicious order reports submitted by drug distributors." John Raby, *Report: Distributors, DEA failed to abate US opioid crisis*, Associated Press (Dec. 21, 2018), <https://www.apnews.com/d05052dcfb0f46468a2b5272473d7aa8>;
- The DEA failed to provide effective guidance to manufacturer and distributor registrants regarding efforts to detect and reduce diversion of opioids;
- The FDA approved opioid medications, including Par's opioid medications, after finding that they were safe and effective, and that their benefits outweighed their risks. The FDA also approved generic opioids and the labels of those opioids, in compliance with the duty of sameness, are substantively identical to the approved reference listed drugs for such generic products. FDA received information on an ongoing basis about their benefits and risks
- The FDA Risk Management Plans or Risk Minimization Action Plans for opioid medications.
- The FDA approved class-wide Risk Evaluation and Mitigation Strategies covering opioid medications.
- State and federal authorities did not take all necessary steps to detect and reduce diversion of opioid products by criminal actors outside of Par's control; and
- State authorities did not take all necessary steps to ensure that physicians and other prescribers prescribed opioid products appropriately.

Par reserves the right to reference other examples of federal and state government conduct that acted as an intervening or superseding cause.

Seventh, Plaintiffs' failure to exercise due care or properly discharge their duties in the assessment and decision of whether to approve the payment of claims for medical services or medications is an alternative cause that may, in whole or in part, be a cause of the purported damages. Plaintiffs, as well as the agents and actors under their control, have discretion to

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decide whether, under what particular circumstances, and how much to pay for an opioid medication. Plaintiffs possess discretionary policymaking, rulemaking, and contractual powers to define medical necessity (or to define what is medically necessary) and to define these parameters, including to define preconditions for use of opioids, accompanying therapy (including of co-morbidities), pre-approval, duration of use, dosage, indications, and step-therapy, all before any money is paid for an opioid. Plaintiffs also possess powers and discretion to independently analyze submissions for payment and to independently assess, including by use of medical staff, whether any particular prescription is medically necessary as well as to demand further information to substantiate payments, audit prior payments, and recall past payments if Plaintiffs believed at any time that any payment or prescription was improper. Plaintiffs have broad discretion to change any of these policies, rules, and decisions. Plaintiffs' failures to exercise due care at any one of these and other steps between the issuance of a prescription for an opioid medication and the payment of it (and failure to take post-payment actions) are alternative causes of the damages (if any) alleged. Furthermore, Plaintiffs' own actions and policies are also an alternative cause of the damages alleged because, for example, Plaintiffs have failed to adopt policies or practices that, if adopted earlier, could have curbed overdose deaths, aided in awareness of the harms of opioids, including heroin and illicit fentanyl, or provided adequate treatment or addiction related services. Local law enforcement in Plaintiffs' jurisdictions have also failed to take more active steps to stem opioid overdose or otherwise proactively combat diversion and illegal use. By way of example, Par refers to such conduct that may act as an alternative cause:

- Plaintiffs selected and supervised Medical Mutual of Ohio as their agent to decide whether claims for opioid medications were medically necessary;

- Plaintiffs, including through their agent Medical Mutual of Ohio, chose whether to reimburse or require the use of alternative services for pain management;
- Plaintiffs, including through their agent Medical Mutual of Ohio, failed to identify potential provider overprescribing and potential patient medication abuse;
- Plaintiffs, including through their agent Medical Mutual of Ohio, failed to timely and reasonably implement a Corrective Action Plan to address improper prescriptions of Opioid medications;
- Plaintiffs, including through their agent Medical Mutual of Ohio, failed to timely and reasonably implement state Opioid prescribing guidelines;
- Plaintiffs, including through their agent Medical Mutual of Ohio, failed to timely implement prior approval requirements for Opioid medication therapy;
- Plaintiffs, including through their agent Medical Mutual of Ohio, failed to timely implement step therapy requirements for Opioid medication therapy;
- Plaintiffs, including through their agent Medical Mutual of Ohio, failed to timely implement quantity or duration controls;
- Plaintiffs, including through their agent Medical Mutual of Ohio, failed to timely implement a RationalMed program;
- Plaintiffs, including through their agent Medical Mutual of Ohio, failed to timely and reasonably implement the Quality Improvement Program;
- Plaintiff Cuyahoga County did not create any type of educational campaign regarding the harms of opioids, including heroin and fentanyl, until late 2016 (CUYAH_016166320) and did not declare a public health emergency until June 2017 (CUYAH_001623600);
- Plaintiff Summit County, in 2017, acknowledged that law enforcement officers in Akron do not carry DAWN kits, including naloxone for opioid overdoses (SUMMIT_00150603);
- Plaintiff Summit County has acknowledged that it had “[i]nsufficient outpatient based medication assisted treatment programs” connected to months-long delays in treatment resulting in further harm to residents (SUMMIT_001176858-59); and
- Plaintiff Summit County acknowledged in 2014 that it had insufficient space in its residential treatment services centers, with weeks-long waiting lists (SUMMIT_001060230_0002).

Par reserves the right to reference other examples of Plaintiffs' failure to exercise due care that acted as alternative cause.

Finally, government and commercial insurer, payor, and affiliates' policies and practices related to opioids are also an alternative cause of the damages alleged. For example,

- Rep. Elijah Cummings, D-Md., wrote that insurance companies created financial incentives that may "steer beneficiaries to the very drugs that are fueling the opioid crisis" and away from "less addictive, but more expensive, alternatives." Charles Ornstein, *Pressure Mounts on Insurance Companies to Consider Their Role in Opioid Epidemic*, ProPublica (Oct. 19, 2017) <https://www.propublica.org/article/pressure-mounts-on-insurance-companies-to-consider-their-role-in-opioid-epidemic>.
- The same companies have made medications that treat addiction, such as suboxone, "unaffordable for many addicts." *Id.*;
- It has also been noted by commentators that the insurance industry has refused to cover Tamper-Resistant/Abuse Deterrent Formulations of opioids, ignoring reports that such formulations would actually result in savings for insurers. See Michael E Schatman¹ and Lynn R Webster, The health insurance industry: perpetuating the opioid crisis through policies of cost-containment and profitability, *J Pain Res.* 2015; 8: 153–158, <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC4370920/#b68-jpr-8-153> (citing Kirson NY, Shei A, White AG, et al. Societal economic benefits associated with an extended-release opioid with abuse-deterrent technology in the United States. *Pain Med.* 2014;15:1450–1454);
- An analysis of Medicare prescription drug plans showed that only one-third of people analyzed had access to Butrans, "a pain killing skin patch that contains a less-risky opioid" Katie Thomas and Charles Ornstein, *Amid Opioid Crisis, Insurers Restrict Pricey, Less Addictive Painkillers*, *New York Times* (Sept. 17, 2017); https://www.nytimes.com/2017/09/17/health/opioid-painkillers-insurance-companies.html?_r=0.
- The same analysis showed that all plans required prior approval for the coverage of pain therapies that do not have a risk of addiction, but cost more than generic opioids. *Id.*;
- The analysis also found that the same plans covered most common opioids without prior approval requirements. *Id.*;
- Prescription drug plans have erected more barriers to receive addiction treatment services than for receiving opioids themselves. *Id.*;

- Patient have been forced to switch to long-acting morphine when their insurer stopped covering lower risk options. *Id.*;
- Patients have been required to pay thousands of dollars out of pocket per year for medication assisted addiction treatment because insurers refuse to cover buprenorphine. German Lopez, *She paid nothing for opioid painkillers. Her addiction treatment costs more than \$200 a month*, Vox (Jun. 4, 2018) <https://www.vox.com/science-and-health/2018/6/4/17388756/opioid-epidemic-health-insurance-buprenorphine>; and
- Finally, “non-medicinal treatments for the management for pain, such as massage, acupuncture, chiropractics, etc. are not covered and the patient needs to foot the entire cost, for a condition that may last years and years.” Linda Girgis, MedCity News (Jan. 24, 2018) <https://medcitynews.com/2018/01/calling-responsible-parties-task-role-opioid-epidemic/>; *see also* James Heyward, et al., Coverage of Nonpharmacologic Treatments for Low Back Pain Among US Public and Private Insurers, Journal of American Medicine (Oct. 5, 2018), <https://jamanetwork.com/journals/jamanetworkopen/fullarticle/2705853>.

Par reserves the right to reference other examples of government and commercial insurer, payor, and affiliates’ policies and practices that acted as alternative cause.

Par further reserves its right to rely on additional intervening, superseding, or alternative causes in dispositive motions or at trial that may be identified from discovery in this action, which is ongoing.

INTERROGATORY NO. 23:

Do You contend that no prescriber, patient, payor or consumer in or affecting any of the Jurisdictions was influenced by Your marketing of Opioids? If so, state in detail the basis of that contention, all factual support therefore, the purpose of Your marketing of Opioids, and each and every reason You continued to market Opioids despite such lack of influence. If You do not so contend, identify those prescribers, patients, payors or consumers in or affecting the Jurisdictions who were influenced by Your marketing.

RESPONSE TO INTERROGATORY NO. 23:

Par incorporates by reference its General Objections set forth above. Par objects to this interrogatory on the grounds that it is overly broad, unduly burdensome, and not proportional to the needs of the case insofar as it seeks “all factual support” and concerns any “prescriber,

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patient, payor or consumer in or affecting any of the Jurisdictions.” Par objects to this interrogatory on the grounds that it is a premature contention interrogatory, as fact discovery is ongoing and/or incomplete. Par objects that this interrogatory is improper to the extent it seeks to require Par to prepare Plaintiffs’ case for Plaintiff.

Par also objects to the extent this interrogatory seeks disclosure of expert discovery inconsistent with the deadlines for such disclosure. Par will make appropriate disclosures regarding expert witnesses in accordance with applicable rules and orders. Par objects to the extent this interrogatory seeks information that is protected from disclosure by the attorney-client privilege, the work product protection doctrine, or any other applicable privilege or protection. Par further objects to this interrogatory on the grounds that responding to it calls for information that is outside Par’s knowledge, possession, custody, or control. Responding to this interrogatory would require Par to speculate and opine on the thinking of third parties, namely any “prescriber, patient, payor or consumer.”

Par objects that this interrogatory is vague and ambiguous with respect to the terms and phrases “prescriber, patient, payor or consumer in or affecting” and “influence,” which are subject to multiple different interpretations. Par also objects that this interrogatory is vague and ambiguous insofar as “Jurisdictions” appears to refer to a defined term but no definition is provided. Par objects to the extent this term seeks information concerning a geographic scope that is not relevant to the claims in the instant actions or that is inconsistent with the orders and rulings concerning the scope of discovery in these actions. Plaintiffs have clarified that this interrogatory seeks information about whether Par contends that no prescriber, patient, or payor has been influenced by Par’s promotion to prescribe, use, or cover Par’s medications.

Subject to and without waiver of the foregoing objections, Par responds as follows: Par has not organized its generics business to employ a sales force or engage in other forms of marketing for purposes of promoting opioid medications to prescribers or patients directly.

Par further states that it bases its response to this interrogatory on information now known to Par through the exercise of reasonable diligence. Par reserves the right to further amend, supplement, or modify its response based on additional or new information or to produce non-privileged, responsive documents pursuant to Federal Rule of Civil Procedure 33(d).

SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 23:

Subject to and without waiver of all of Par's previously stated objections, Par further responds as follows: As a generics business, Par has not engaged health care professionals directly or indirectly for purposes of marketing or otherwise promoting its opioid medications. Par is not aware of any prescriber, patient, payor or consumer in any of the Jurisdictions that was influenced by Par's marketing of opioids.

INTERROGATORY NO. 24:

Identify all Prescribers to whom You ceased Marketing Your Opioids because Your Marketing was not having an impact.

RESPONSE TO INTERROGATORY NO. 24:

Par incorporates by reference its General Objections set forth above. Par objects to this interrogatory on the grounds that it is overly broad, unduly burdensome, and seeks information that is neither relevant nor proportional insofar as it seeks information about "all Prescribers." Par objects that this interrogatory is vague and ambiguous insofar as it does not define the phrase "having an impact," which is subject to multiple different interpretations. Par further objects that this interrogatory seeks information outside Par's knowledge, possession, custody, or control. Responding to this interrogatory would require Par to speculate and opine on the thinking of

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third parties, namely “all Prescribers.” Plaintiffs have clarified that this interrogatory seeks identification of prescribers that Par ceased promotion of opioids to because Par’s promotion did not influence those prescribers to prescribe Par’s medications.

Subject to and without waiver of the foregoing objections, Par responds as follows: Par has not organized its generics business to employ a sales force or engage in other forms of marketing for purposes of promoting opioid medications to prescribers directly.

Par further states that it bases its response to this interrogatory on information now known to Par through the exercise of reasonable diligence. Par reserves the right to further amend, supplement, or modify its response based on additional or new information or to produce non-privileged, responsive documents pursuant to Federal Rule of Civil Procedure 33(d).

SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 24:

Subject to and without waiver of all of Par’s previously stated objections, Par further responds as follows: As a generics business, Par has not engaged health care professionals directly or indirectly for purposes of marketing or otherwise promoting its opioid medications.

INTERROGATORY NO. 27:

State with specificity, each year by year, for the Jurisdictions, the State of Ohio, and nationally, respectively, all transactional-level cost and expense data relating to sales (including staffing), promotional, marketing, advertising, and educational expenditures for each of your Opioids. For each transaction, identify the type of promotional, marketing and advertising expenditure incurred (e.g., journal advertising, conferences, continuing education, speakers, copayment coupons, reprints, etc.). For each transaction, identify whether it was undertaken for, or allocated to, a specific drug, a combination of drugs, or corporate imaging. To the extent a transaction was allocated in whole or part to one or more of your Opioids, identify the product(s) and the amounts allocated.

RESPONSE TO INTERROGATORY NO. 27:

Par incorporates by reference its General Objections set forth above. Par objects to this interrogatory on the grounds that it is overly broad, unduly burdensome, and seeks information

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that is neither relevant nor proportional to the needs of the case insofar as this interrogatory seeks “all transaction-level cost and expense data” and multiple categories of information about “each transaction” no matter how tangential such data is to the claims as to Par. Par objects that this interrogatory is vague and ambiguous insofar as “Jurisdictions” appears to refer to a defined term but no definition is provided. Par objects to the extent this term seeks information concerning a geographic scope that is not relevant to the claims in the instant actions or that is inconsistent with the orders and rulings concerning the scope of discovery in these actions. Further, Par objects to the undefined terms “sales,” “staffing,” “promotional,” “marketing,” “advertising,” “educational,” and “corporate imaging” as vague and ambiguous. Plaintiffs have clarified that this interrogatory seeks information about individual expenditures by Par in connection with the sales and marketing of its Schedule II opioid medications provided on a geographically specific basis.

Subject to and without waiver of the foregoing objections, Par responds as follows: Par will produce transaction-level sales data for sales of its Schedule II opioid medications to the extent the data is reasonably available and stored in electronic format.

Par further states that it bases its response to this interrogatory on information now known to Par through the exercise of reasonable diligence. Par reserves the right to further amend, supplement, or modify its response based on additional or new information or to produce non-privileged, responsive documents pursuant to Federal Rule of Civil Procedure 33(d).

SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 27:

Subject to and without waiver of all of Par’s previously stated objections, Par further responds as follows: Par produced transaction-level sales data for sales of its Schedule II opioid medications at Bates numbers: PAR_OPIOID_MDL_0001596805;

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PAR_OPIOID_MDL_0001596813 – 0001596819; PAR_OPIOID_MDL_0001596806 – 0001596812; PAR_OPIOID_MDL_0001596821 – 0001596826 ; ENDO_DATA-OPIOID_MDL-000000025 – 000000041; PAR_OPIOID_MDL_0001596820; PAR_OPIOID_MDL_0002016639 - 0002016786; PAR_OPIOID_MDL_0001596805 – 0001596826. Further, As a generics business, Par has not engaged health care professionals directly or indirectly for purposes of marketing or otherwise promoting its opioid medications. Budget information for the Sales and Marketing departments at Par can be identified in documents produced in this litigation, including, for example, documents bearing Bates Nos. PAR_OPIOID_MDL_0000774231, PAR_OPIOID_MDL_0001316367, and PAR_OPIOID_MDL_0001580826.

INTERROGATORY NO. 29:

Specify the number of and revenue from prescriptions of each of Your Opioids, nationally, in the State of Ohio, and in the Jurisdictions, in each year. Include in your response how many of those prescriptions and what proportion of that revenue was for medically necessary or appropriate prescriptions.

RESPONSE TO INTERROGATORY NO. 29:

Par incorporates by reference its General Objections set forth above. Par objects to this interrogatory on the grounds that it is overly broad, unduly burdensome, and seeks information that is neither relevant nor proportional to the needs of the case insofar as it seeks information about “each of Your Opioids, nationally, in the State of Ohio, and in the Jurisdictions.” Par objects that this interrogatory is vague and ambiguous insofar as “Jurisdictions” appears to refer to a defined term but no definition is provided. Par objects to the extent this term and this interrogatory seeks information concerning a geographic scope that is not relevant to the claims in the instant actions or that is inconsistent with the orders and rulings concerning the scope of discovery in these actions. Par further objects that the terms “number of,” “revenue,” and

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“medically necessary or appropriate” are vague and ambiguous as used in this interrogatory because those terms are not defined and are subject to multiple different interpretations. Par objects to the extent this interrogatory seeks information outside Par’s knowledge, possession, custody or control.

Par also objects to this interrogatory to the extent it includes a premature contention request when discovery is ongoing and/or incomplete. Par also objects that this interrogatory is improper to the extent it purports to require Par to prepare Plaintiffs’ case for Plaintiff.

Subject to and without waiver of the foregoing objections, Par responds as follows:

Par does not receive or maintain in the ordinary course of business figures of the “revenue from prescriptions” written in “the State of Ohio” or the “Jurisdictions” specifically. Par will produce transaction-level sales data for sales of its Schedule II opioid medications to the extent the data is reasonably available and stored in electronic format. Par also refers Plaintiffs to its publicly available securities filings for further information concerning historical revenues for Par medications. Par further states that it bases its response to this interrogatory on information now known to Par through the exercise of reasonable diligence. Par reserves the right to further amend, supplement, or modify its response based on additional or new information or to produce non-privileged, responsive documents pursuant to Federal Rule of Civil Procedure 33(d).

SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 29:

Subject to and without waiver of all of Par’s previously stated objections, Par further responds as follows: Par does not receive or maintain in the ordinary course of business figures of the “revenue from prescriptions” written in “the State of Ohio” or the “Jurisdictions” specifically. Par produced transaction-level sales data for sales of its Schedule II opioid medications at Bates numbers: PAR_OPIOID_MDL_0001596805; PAR_OPIOID_MDL_0001596813 –

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0001596819; PAR_OPIOID_MDL_0001596806 – 0001596812;
PAR_OPIOID_MDL_0001596821 – 0001596826 ; ENDO_DATA-OPIOID_MDL-00000025 –
00000041; PAR_OPIOID_MDL_0001596820; PAR_OPIOID_MDL_0002016639 -
0002016786; PAR_OPIOID_MDL_0001596805 – 0001596826. Par also refers Plaintiffs to its
publicly available securities filings for further information concerning historical revenues for Par
medications. Par further refers to and incorporates its supplemental response to Interrogatory 33.

INTERROGATORY NO. 30:

Identify all individuals and entities You have interviewed or from whom You have
obtained testimony or from whom You have obtained or attempted to obtain Documents,
Communications, or other information that tends to support, contradict, concern, or relate to the
allegations in the Complaint or Your defenses. Include in your response a description of the
Documents, Communication, or information obtained from such individuals or entities.

RESPONSE TO INTERROGATORY NO. 30:

Par incorporates by reference its General Objections set forth above. Par objects to this
interrogatory on the basis that it is overly broad, unduly burdensome, and seeks information that
is neither relevant nor proportional to the needs of the case insofar as it seeks identification of
“all individuals and entities” from whom any information has been “obtained” or from whom Par
has “attempted to obtain” any information that “tends to support, contradict, concern, or relate”
to any allegations in Plaintiffs’ complaints, each of which contains in excess of 1,000
paragraphs, or any defenses. Par objects to this interrogatory on the basis that the phrase
“individuals and entities you have interviewed,” “obtained testimony,” and “obtained or
attempted to obtain” are vague and ambiguous. Further, Par objects to this interrogatory as
vague, ambiguous, and seeking information not within Par’s knowledge, possession, custody, or
control to the extent it would require Par to speculate as to the facts Plaintiff or others might
consider to “support, contradict, concern, or relate to” the allegations in the operative complaints

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or Par's defenses. Par objects to the extent this interrogatory purports to call for information protected from disclosure by the attorney-client privileged, the attorney work product doctrine, or any other applicable privilege or protection. Plaintiffs have agreed to limit this interrogatory to identification by Par of any persons from whom Par has obtained sworn statements in connection with this litigation.

Subject to and without waiver of the foregoing objections, Par responds as follows: Except to the extent deposition testimony taken in this litigation or other discovery responses served in this litigation constitute "sworn statements" as that term is used by Plaintiffs, Par has not obtained any sworn statements in connection with this litigation. Par further states that it bases its response to this interrogatory on information now known to Par through the exercise of reasonable diligence. Par reserves the right to further amend, supplement, or modify its response based on additional or new information or to produce non-privileged, responsive documents pursuant to Federal Rule of Civil Procedure 33(d).

SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 30:

Subject to and without waiver of all of Par's previously stated objections, Par further responds that Par also identifies all custodians, deponents, and third party subpoena recipients in connection with this litigation as sources from whom Par may have obtained or attempted to obtain information concerning the allegations in this matter.

INTERROGATORY NO. 31:

Identify all vendors (including but not limited to public relations firms, lobbyists, analysts who reviewed or analyzed data regarding potential abuse or diversion of Opioids) You have retained for purposes relating to Opioids; and identify for each vendor, the purpose for which each vendor was retained, each project or undertaking on which each vendor worked; the remuneration provided; and the reasons for termination of their retention, if applicable.

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RESPONSE TO INTERROGATORY NO. 31:

Par incorporates by reference its General Objections set forth above. Par objects to this interrogatory on the basis that it is overly broad, unduly burdensome, and seeks information that is neither relevant nor proportional to the needs of the case insofar as it seeks information about “all vendors” Par ever “retained for purposes relating to Opioids” and information about “each project or undertaking on which [they] worked” and “the reasons for termination of their retention” no matter how tangential the connection to the allegations as to Par. Par objects to this interrogatory on the basis that the phrase “vendors . . . retained for purposes relating to Opioids” is vague and ambiguous and would include vendors that have no conceivable relevance to Plaintiffs’ claims against Par. Par objects to the extent this interrogatory seeks information concerning a geographic scope that is not relevant to the claims in the instant actions and that is inconsistent with the orders and rulings concerning the scope of discovery in these actions. Plaintiffs have agreed to limit this interrogatory to vendors retained in connection with advisory committees, branded and unbranded marketing, sales, recruiting of KOLs, public relations, life-cycle management, lobbying, customer relations, supply chain, and suspicious order monitoring. Plaintiffs further seek vendors as to “other relevant issues.” Par objects that the phrase “other relevant issues” is vague and ambiguous, overly broad, and unduly burdensome.

Subject to and without waiver of the foregoing objections, Par responds as follows: Because Par has not organized its generics business to employ a sales force or engage in other forms of marketing for purposes of promoting opioid medications to prescribers directly, this response is limited to vendors associated with suspicious order monitoring. With that clarification, and subject to and without waiver of the foregoing objections, Par responds that Par has retained the follow vendors associated with suspicious order monitoring:

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Vendor	Purpose
Buzzeo/Cegedim	Suspicious order monitoring
Pharma Compliance Group	Customer due diligence audit services
UPS Supply Chain Solutions	Shipment and distribution services; suspicious order monitoring

Par further states that it bases its response to this interrogatory on information now known to Par through the exercise of reasonable diligence. Par reserves the right to further amend, supplement, or modify its response based on additional or new information or to produce non-privileged, responsive documents pursuant to Federal Rule of Civil Procedure 33(d).

SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 31:

Subject to and without waiver of all of Par's previously stated objections, Par further responds as follows: Because Par has not engaged health care professionals directly or indirectly for purposes of marketing or otherwise promoting its opioid medications, this response is limited to vendors associated with suspicious order monitoring. With that clarification, and subject to and without waiver of the foregoing objections, Par responds that Par has retained the follow vendors associated with suspicious order monitoring:

Vendor	Purpose
Buzzeo/Cegedim	Suspicious order monitoring
Pharma Compliance Group	Customer due diligence audit services
UPS Supply Chain Solutions	Shipment and distribution services; suspicious order monitoring

Par began a contract with UPS as its third-party logistics provider in June 2018. Par engaged Pharma Compliance Group (PCG) between 7/1/2013 and 6/30/2014. Par engaged Buzzeo/Cegedim from 2013 until 2018.

The following are documents related to Par's relationship with PCG:

PAR_OPIOID_MDL_0001614281

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PAR_OPIOID_MDL_0001649835
PAR_OPIOID_MDL_0002111676

The following are Bates numbers for due diligence reports performed by PCG:

PAR_OPIOID_MDL_0000019292
PAR_OPIOID_MDL_0000095098
PAR_OPIOID_MDL_0001249059
PAR_OPIOID_MDL_0000093945
PAR_OPIOID_MDL_0000094890
PAR_OPIOID_MDL_0000019315
PAR_OPIOID_MDL_0000019369
PAR_OPIOID_MDL_0000019397

The following are documents related to Par's relationship with BuzzeoPDMA/Cegedim:

PAR_OPIOID_MDL_0002111696
PAR_OPIOID_MDL_0002111708
PAR_OPIOID_MDL_0001900208
PAR_OPIOID_MDL_0001900214
PAR_OPIOID_MDL_0001645718
PAR_OPIOID_MDL_0002016128
PAR_OPIOID_MDL_0000413787
PAR_OPIOID_MDL_0002111670
PAR_OPIOID_MDL_0002111637
PAR_OPIOID_MDL_0002111715
PAR_OPIOID_MDL_0002111716

The following are documents related to Par's relationship with UPS Supply Chain Solutions:

ENDO-OPIOID_MDL-06251048

INTERROGATORY NO. 32:

Identify each Order identified by You (by algorithm or otherwise) as an Order that was of interest, peculiar, actually or potentially a Suspicious Order, or otherwise warranting additional review or investigation to determine whether the Order was a Suspicious Order ("Identified Orders"), and for each such Identified Order: (1) state the reason the Order was so identified (e.g., Order of excessive size, unusual frequency, etc), (2) state whether You reported the Order to the DEA; (3) describe any investigation, review, or due diligence performed by or on behalf of You concerning the Identified Order after it was identified, including whether the Identified Order was a Suspicious Order or whether the Direct or Downstream Customer or other customer that placed the Order was engaged in or facilitating diversion, abuse, or misuse of any Opioid Product; (4) state whether the Identified Order was filled as placed, modified and filled, rejected,

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or cancelled and the reason(s) contemporaneously cited or provided for any such action; and (5) identify by bates-stamp all documents and communications regarding the Order.

RESPONSE TO INTERROGATORY NO. 32:

Par incorporates its Continuing Objections, including the Continuing Objections to Definitions and Instructions, set forth above. Par objects to this interrogatory on the grounds that it is overly broad, unduly burdensome, and seeks information that is neither relevant nor proportional to the needs of the case to the extent it seeks identification of and detailed information about “each Order,” including identification of “all documents and communications regarding [each] Order,” no matter how tangential the connection to the allegations as to Par and without any geographic limitation. Par objects to the extent this interrogatory seeks information about products or geographies outside the scope set by the Court’s rulings on discovery in the Track One cases. Par further objects to this interrogatory on the basis that the undefined terms and phrases “of interest,” “peculiar,” “actually or potentially,” “otherwise warranting additional review or investigation,” “engaged in or facilitating,” and “other customer” are overly broad and vague and ambiguous as used in this interrogatory because they are subject to multiple different interpretations. Par objects to the extent this interrogatory seeks information that is outside Par’s knowledge, possession, custody, or control, including by seeking information about whether third parties were “engaged in or facilitating diversion, abuse, or misuse of any Opioid.” Par also objects to the extent this interrogatory seeks information that is already in the possession of Plaintiffs, or is equally obtainable from third parties or from some source other than Par. Par objects to the extent this interrogatory seeks information that is protected from disclosure by the attorney-client privilege, the work product protection doctrine, or any other applicable privilege or protection. Par objects that this interrogatory contains discrete questions, each of which

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should be counted separately against the 35 interrogatory limitation contained in CMO 1 (Dkt. 232).

Subject to and without waiver of the foregoing objections, Par responds as follows:

Par directs Plaintiffs to Par's response to Interrogatory No. 13 describing Par's suspicious order monitoring program, which Par incorporates herein by reference. Pursuant to Fed. R. Civ.

P. 33(d), Par further directs Plaintiffs to documents with beginning Bates numbers:

PAR_OPIOID_MDL_0001429890, PAR_OPIOID_MDL_0001429891,

PAR_OPIOID_MDL_0001429892, PAR_OPIOID_MDL_0001429893,

PAR_OPIOID_MDL_0001429894, and PAR_OPIOID_MDL_0001429895, which provide examples based on available information from Par's Buzzeo system of orders held pending

internal review and the status of those orders. Par also directs Plaintiffs to

PAR_OPIOID_MDL_0000025650, PAR_OPIOID_MDL_0000025652,

PAR_OPIOID_MDL_0000232473, PAR_OPIOID_MDL_0001248632,

PAR_OPIOID_MDL_0000001805 for examples of Par's reports to the DEA of suspicious

orders. Par further directs Plaintiffs to Par's productions, including productions from the

custodial files of Eric Brantley, Jessica Clark, Aimee Cooper, Angela Feniger, Tracey

Hernandez, Heather Jones, Brian Keel, Sharon Price, and Larry Shaffer for information

concerning identification and review of orders that required additional scrutiny and/or reporting of suspicious orders.

Par further states that it bases its response to Interrogatory No. 32 on the information now known to Par through the exercise of reasonable diligence. Par reserves the right to further amend, supplement, or modify its response based on additional or new information or to produce additional non-privileged, responsive documents pursuant to Rule 33(d).

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SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 32:

Subject to and without waiver of all of Par's previously stated objections, Par further responds as follows:

Par further states that between 2013 and 2018, Par reported a number of suspicious orders of opioid products to the Department of Drug Enforcement and/or the Department of Justice. A chart containing those orders is set forth below.

Order Number	Drug Name	Date	Customer	Reason Rejected	BATES Numbers of Related Documents
614389	Hydrocodone	10/12/2016		Rejected as suspicious order	PAR_OPIOID_MDL_0001596365
	Hydrocodone	11/18/2016		Purchasing from four different wholesalers	PAR_OPIOID_MDL_0000001234
627255	Oxycodone	1/10/2017		Rejected as suspicious order	PAR_OPIOID_MDL_0000001591, PAR_OPIOID_MDL_0000025652
	Hydrocodone	2/17/2015		Discontinue sales based on chargeback data	PAR_OPIOID_MDL_0001630364
18684	Hydrocodone	3/25/2015		Exceeding monthly boundaries	PAR_OPIOID_MDL_0000001805
	Hydrocodone	8/23/2013		Suspicious individual ordering	PAR_OPIOID_MDL_0000046768, PAR_OPIOID_MDL_0000046770
637846	Oxycodone	4/4/2017		Suspicious order rejected	PAR_OPIOID_MDL_0000232473
	Hydrocodone	1/16/2015		Suspicious order pattern from chargeback data	PAR_OPIOID_MDL_0000615600

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In addition, beginning in November 2013, Par utilized a cloud-based, third party algorithm tool referred to as Buzzeo, which evaluated and identified customer orders with unusual size, frequency, or pattern and flagged orders for further review. The data for all orders flagged by the Buzzeo system has been produced at PAR_OPIOID_MDL_0001429890 through PAR_OPIOID_MDL_0001429895. Those orders were reviewed for potential reporting to the DEA. In addition, the chart below identifies orders of opioid products that were not shipped as a result of the investigation triggered by the Buzzeo system.

Order No.	Order Date	NDC	Drug Name	Reason Held	Bates Numbers of Related Documents
4917609	11/05/13	603388721	Hydrocodone Bitartrate And Acetaminophen	Excessive quantity	
4923558	12/26/13	603388728	Hydrocodone Bitartrate And Acetaminophen	Order cancelled because of customer's failure to fill out sufficient information	PAR_OPIOID_MDL_0000020370 PAR_OPIOID_MDL_0000020514
4992676	06/02/15	60951060270	Endocet	Incorrect DEA number	
614389	10/12/16	603388721	Hydrocodone Bitartrate And Acetaminophen	Excessive quantity	PAR_OPIOID_MDL_0001248741 PAR_OPIOID_MDL_0000001231 PAR_OPIOID_MDL_0001250156 PAR_OPIOID_MDL_0000025650
615185	10/19/16	603388732	Hydrocodone Bitartrate And Acetaminophen	Incorrect DEA number	
603476	08/05/16	603388732	Hydrocodone Bitartrate And Acetaminophen	Order made on the wrong account. The order was ultimately rejected and resubmitted under correct account number.	PAR_OPIOID_MDL_0000001058 PAR_OPIOID_MDL_0000001063
615185	10/19/16	603389032	Hydrocodone Bitartrate And Acetaminophen	Incorrect DEA number	
654730	07/12/17	603388721	Hydrocodone Bitartrate and Ibuprofen	A duplicate order made on the same day for the same quantities. Order was made in error and customer agreed to cancel the order.	PAR_OPIOID_MDL_0000205617 PAR_OPIOID_MDL_0000592968 PAR_OPIOID_MDL_0000592981 PAR_OPIOID_MDL_0000593053
637846	03/22/17	603499221	Oxycodone Hydrochloride	Excessive quantity.	PAR_OPIOID_MDL_0000232473 PAR_OPIOID_MDL_0001248632 PAR_OPIOID_MDL_0000217205
665913	10/05/17	42023017905	Buprenorphine Hydrochloride	Cancelled by customer	
665843	10/04/17	42023017905	Buprenorphine Hydrochloride	Cancelled by customer	
627272	01/10/17	42023017905	Buprenorphine Hydrochloride	Customer failed to provide sufficient SOM data with order.	PAR_OPIOID_MDL_0001639834 PAR_OPIOID_MDL_0001639835 PAR_OPIOID_MDL_0001639861 PAR_OPIOID_MDL_0001639862 PAR_OPIOID_MDL_0001639863 PAR_OPIOID_MDL_0001639864 PAR_OPIOID_MDL_0001639885 PAR_OPIOID_MDL_0000015757
675121	12/15/17	49884082111	Tramadol Hydrochloride	Customer lost DEA number and product discontinued	
699700	07/11/18	603389132	Hydrocodone Bitartrate And Acetaminophen	Order was placed incorrectly to the wrong distribution center.	
699883	07/16/18	42023017905	Buprenorphine Hydrochloride	Customer did not have a SOM program	
695276	06/04/18	42023017905	Buprenorphine	Customer asked to	

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			Hydrochloride	cancel and re-submit	
694691	05/30/18	42023017905	Buprenorphine Hydrochloride	Customer asked to cancel and re-order	
691895	05/04/18	42023017905	Buprenorphine Hydrochloride	Order was placed by mistake. Customer cancelled order.	

Prior to the use of the Buzzeo system, Par's suspicious order monitoring program flagged orders for further investigation and/or potential reporting to DEA based on criteria including excessive quantity. Orders flagged by Par's systems have been produced at the following Bates numbers:

PAR_OPIOID_MDL_0000833017	PAR_OPIOID_MDL_0000914044
PAR_OPIOID_MDL_0000833018	PAR_OPIOID_MDL_0000914051
PAR_OPIOID_MDL_0000833020	PAR_OPIOID_MDL_0000914052
PAR_OPIOID_MDL_0000833022	PAR_OPIOID_MDL_0000914053
PAR_OPIOID_MDL_0000833461	PAR_OPIOID_MDL_0000914055
PAR_OPIOID_MDL_0000834283	PAR_OPIOID_MDL_0000914071
PAR_OPIOID_MDL_0000834423	PAR_OPIOID_MDL_0000914959
PAR_OPIOID_MDL_0001365529	PAR_OPIOID_MDL_0000914965
PAR_OPIOID_MDL_0000834446	PAR_OPIOID_MDL_0000914972
PAR_OPIOID_MDL_0000834450	PAR_OPIOID_MDL_0000914980
PAR_OPIOID_MDL_0000834451	PAR_OPIOID_MDL_0000920724
PAR_OPIOID_MDL_0000834453	PAR_OPIOID_MDL_0000921620
PAR_OPIOID_MDL_0000834455	PAR_OPIOID_MDL_0000924924
PAR_OPIOID_MDL_0000834854	PAR_OPIOID_MDL_0000932201
PAR_OPIOID_MDL_0000839731	PAR_OPIOID_MDL_0000934638
PAR_OPIOID_MDL_0000839839	PAR_OPIOID_MDL_0000364071
PAR_OPIOID_MDL_0000841856	PAR_OPIOID_MDL_0000068124
PAR_OPIOID_MDL_0000841863	PAR_OPIOID_MDL_0000623315
PAR_OPIOID_MDL_0000841870	PAR_OPIOID_MDL_0000068397
PAR_OPIOID_MDL_0000841884	PAR_OPIOID_MDL_0000068399
PAR_OPIOID_MDL_0000842003	PAR_OPIOID_MDL_0000636591
PAR_OPIOID_MDL_0000847213	PAR_OPIOID_MDL_0001529947
PAR_OPIOID_MDL_0000847228	PAR_OPIOID_MDL_0000072516
PAR_OPIOID_MDL_0000847257	PAR_OPIOID_MDL_0000636593
PAR_OPIOID_MDL_0000847293	PAR_OPIOID_MDL_0000072518
PAR_OPIOID_MDL_0000892534	PAR_OPIOID_MDL_0000072520
PAR_OPIOID_MDL_0000892536	PAR_OPIOID_MDL_0000072522
PAR_OPIOID_MDL_0000892575	PAR_OPIOID_MDL_0000636595
PAR_OPIOID_MDL_0000892611	PAR_OPIOID_MDL_0000072524
PAR_OPIOID_MDL_0000892898	PAR_OPIOID_MDL_0000072526
PAR_OPIOID_MDL_0000892932	PAR_OPIOID_MDL_0000636597
PAR_OPIOID_MDL_0000892940	PAR_OPIOID_MDL_0000072528

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PAR_OPIOID_MDL_0000636599
PAR_OPIOID_MDL_0000636601
PAR_OPIOID_MDL_0000072530
PAR_OPIOID_MDL_0000072532
PAR_OPIOID_MDL_0000072534
PAR_OPIOID_MDL_0000072536
PAR_OPIOID_MDL_0000072538
PAR_OPIOID_MDL_0000636603
PAR_OPIOID_MDL_0000231917
PAR_OPIOID_MDL_0000231918
PAR_OPIOID_MDL_0000231920
PAR_OPIOID_MDL_0000231922
PAR_OPIOID_MDL_0000231924
PAR_OPIOID_MDL_0000231930
PAR_OPIOID_MDL_0000231932
PAR_OPIOID_MDL_0000231938
PAR_OPIOID_MDL_0000231987
PAR_OPIOID_MDL_0000232003
PAR_OPIOID_MDL_0000232005
PAR_OPIOID_MDL_0000232007
PAR_OPIOID_MDL_0000232013
PAR_OPIOID_MDL_0000232019
PAR_OPIOID_MDL_0000232025
PAR_OPIOID_MDL_0000232027
PAR_OPIOID_MDL_0000232029
PAR_OPIOID_MDL_0000232043
PAR_OPIOID_MDL_0000232049
PAR_OPIOID_MDL_0000232053
PAR_OPIOID_MDL_0000764461
PAR_OPIOID_MDL_0000764529
PAR_OPIOID_MDL_0000765112
PAR_OPIOID_MDL_0000765146
PAR_OPIOID_MDL_0000765591
PAR_OPIOID_MDL_0000765695
PAR_OPIOID_MDL_0000765823
PAR_OPIOID_MDL_0000766729
PAR_OPIOID_MDL_0000766737
PAR_OPIOID_MDL_0000767142
PAR_OPIOID_MDL_0000767179
PAR_OPIOID_MDL_0000767241
PAR_OPIOID_MDL_0000767249
PAR_OPIOID_MDL_0000767374
PAR_OPIOID_MDL_0000767381
PAR_OPIOID_MDL_0001331760
PAR_OPIOID_MDL_0000767665
PAR_OPIOID_MDL_0000767719

PAR_OPIOID_MDL_0000767933
PAR_OPIOID_MDL_0000768341
PAR_OPIOID_MDL_0000768344
PAR_OPIOID_MDL_0001332165
PAR_OPIOID_MDL_0000768633
PAR_OPIOID_MDL_0000768657
PAR_OPIOID_MDL_0000768681
PAR_OPIOID_MDL_0000768899
PAR_OPIOID_MDL_0000768946
PAR_OPIOID_MDL_0000769130
PAR_OPIOID_MDL_0000769218
PAR_OPIOID_MDL_0000769245
PAR_OPIOID_MDL_0000769355
PAR_OPIOID_MDL_0000769411
PAR_OPIOID_MDL_0000769414
PAR_OPIOID_MDL_0000769745
PAR_OPIOID_MDL_0000770518
PAR_OPIOID_MDL_0000770840
PAR_OPIOID_MDL_0000771287
PAR_OPIOID_MDL_0000771302
PAR_OPIOID_MDL_0000771433
PAR_OPIOID_MDL_0000772106
PAR_OPIOID_MDL_0000772231
PAR_OPIOID_MDL_0000772242
PAR_OPIOID_MDL_0000772266
PAR_OPIOID_MDL_0000772281
PAR_OPIOID_MDL_0000772491
PAR_OPIOID_MDL_0000772502
PAR_OPIOID_MDL_0000772564
PAR_OPIOID_MDL_0000772695
PAR_OPIOID_MDL_0000772912
PAR_OPIOID_MDL_0000772998
PAR_OPIOID_MDL_0000773259
PAR_OPIOID_MDL_0000773269
PAR_OPIOID_MDL_0000773975
PAR_OPIOID_MDL_0000773985
PAR_OPIOID_MDL_0000774366
PAR_OPIOID_MDL_0000774475
PAR_OPIOID_MDL_0000774503
PAR_OPIOID_MDL_0000774772
PAR_OPIOID_MDL_0000774994
PAR_OPIOID_MDL_0000776741
PAR_OPIOID_MDL_0000776823
PAR_OPIOID_MDL_0000776828
PAR_OPIOID_MDL_0000777068
PAR_OPIOID_MDL_0000777974

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PAR_OPIOID_MDL_0000778175
PAR_OPIOID_MDL_0000778276
PAR_OPIOID_MDL_0000778997
PAR_OPIOID_MDL_0000779512
PAR_OPIOID_MDL_0000779515
PAR_OPIOID_MDL_0000779701
PAR_OPIOID_MDL_0000779703
PAR_OPIOID_MDL_0000779821
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PAR_OPIOID_MDL_0000780052
PAR_OPIOID_MDL_0000780055
PAR_OPIOID_MDL_0001337742
PAR_OPIOID_MDL_0000780795
PAR_OPIOID_MDL_0000780967
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PAR_OPIOID_MDL_0000920801
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PAR_OPIOID_MDL_0000924134
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PAR_OPIOID_MDL_0000931407
PAR_OPIOID_MDL_0000931512
PAR_OPIOID_MDL_0001382223
PAR_OPIOID_MDL_0000932201
PAR_OPIOID_MDL_0000933004
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PAR_OPIOID_MDL_0000830626
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PAR_OPIOID_MDL_0000830808
PAR_OPIOID_MDL_0000830808
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PAR_OPIOID_MDL_0000830808
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PAR_OPIOID_MDL_0000831184
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INTERROGATORY NO. 33:

For each Opioid Product (branded or generic) You manufactured, marketed, promoted, sold or distributed in the United States, provide an annual sales summary, including for each Opioid Product (1) the product name; (2) the NDC Code(s) for that Opioid Product; (3) the NDC Code(s) holder for that Opioid Product; (4) your role with regard to the product (manufacturer, marketer, seller, distributor, etc.); (5) annual sales volume by number of pills for that Opioid Product; (6) annual sales volume by number of SKU units/bottles for that Opioid Product; (7) annual gross dollar sales for that Opioid Product; and (8) the Documents relied upon to generate the summary.

The summary shall include all Opioid Products, including any discontinued Opioid Products. As set forth in the definition of “You” and “Your” herein, the summary shall include the Opioid Products manufactured, marketed, promoted, sold or distributed by You or Your

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corporate parent, subsidiaries, affiliates, divisions, predecessors or successors-in-interest, and other persons or entities acting on Your behalf or controlled by You.

RESPONSE TO INTERROGATORY NO. 33:

Par incorporates its Continuing Objections, including the Continuing Objections to Definitions and Instructions, set forth above. Par objects to this interrogatory on the grounds that it is overly broad, unduly burdensome, and seeks information that is neither relevant nor proportional to the needs of the case to the extent it seeks a “sales summary” as to any “Opioid Products,” along with a number of details about any “Opioid Products,” no matter how tangential the connection the allegations as to Par. Par objects to the extent this interrogatory seeks information about products or geographies outside the scope set by the Court’s rulings on discovery in the Track One cases. Par further objects to this interrogatory on the basis that the undefined terms and phrases “marketed,” “promoted,” “sales summary,” “role,” and “gross dollar sales” are overly broad and vague and ambiguous as used in this interrogatory because they are subject to multiple different interpretations. Par objects to the extent this interrogatory seeks information that is protected from disclosure by the attorney-client privilege, the work product protection doctrine, or any other applicable privilege or protection. Par objects that this interrogatory contains discrete questions, each of which should be counted separately against the 35 interrogatory limitation contained in CMO 1 (Dkt. 232).

Subject to and without waiver of the foregoing objections, Par responds as follows:

Pursuant to Fed. R. Civ. P. 33(d), Par directs Plaintiffs to produced documents bearing Bates numbers: PAR_OPIOID_MDL_0001596805, PAR_OPIOID_MDL_0001596813 – 0001596819, PAR_OPIOID_MDL_0001596806 – 0001596812, and PAR_OPIOID_MDL_0001596820 for records of direct sales of Schedule II opioid medications by NDC Codes and quantity.

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Par further states that it bases its response to Interrogatory No. 33 on the information now known to Par through the exercise of reasonable diligence. Par reserves the right to further amend, supplement, or modify its response based on additional or new information or to produce additional non-privileged, responsive documents pursuant to Rule 33(d).

SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 33:

Subject to and without waiver of all of Par's previously stated objections, Par further responds as follows: Pursuant to Fed. R. Civ. P. 33(d), Par directs Plaintiffs to produced documents bearing Bates numbers: PAR_OPIOID_MDL_0001596805, PAR_OPIOID_MDL_0001596813 – 0001596819, PAR_OPIOID_MDL_0001596806 – 0001596812, and PAR_OPIOID_MDL_0001596820 for records of direct sales of Schedule II opioid medications by NDC Codes and quantity.

Par further provides the attached file as Exhibit A showing Net Revenues, Gross Margin, Units and Extended Units on an annual basis for its Schedule II opioid products, to the extent that data is available. Net Revenues reflects allowances and discounts from gross revenue. Gross Margin reflects costs of goods and consideration to third parties deducted from Net Revenue to arrive at Gross Margin. Further Par provides the data attached as Exhibit B supplementing the data for legacy Qualitest products for years prior to 2015. Exhibit B contains information regarding DDARQT (units), Total Dosage Units (extended units), DDDPVA (revenue), and Gross Profit minus Cash Discount.

Dated: March 4, 2019

Respectfully submitted,

/s/ Jonathan L. Stern

One of the Attorneys for Defendants Par
Pharmaceutical, Inc. and Par Pharmaceutical
Companies, Inc.

Jonathan L. Stern (admitted pro hac vice)

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ARNOLD & PORTER KAYE SCHOLER LLP
601 Massachusetts Avenue NW
Washington, DC 20001
Telephone: (202) 942-5000
Fax: (202) 942-5999
Jonathan.Stern@arnoldporter.com

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CERTIFICATE OF SERVICE

I certify that on 4th day of March, 2019, I caused the foregoing to be served via electronic mail on the individuals on the attached service list.

/s/ Jonathan L. Stern
Jonathan L. Stern

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SERVICE LIST

Counsel for Plaintiff County of Cuyahoga

Robert J. Triozzi, Director
Cuyahoga County Department of Law
2079 East 9th Street, 7th floor
Cleveland, Ohio 44115
Telephone: (216) 698-6464
Facsimile: (216) 698-2744
RTriozzi@cuyahogacounty.us

Robin M. Wilson
County Administrative Headquarters
2079 East 9th Street, 7th Floor
Cleveland, Ohio 44115
Telephone: (216) 443-7042
Facsimile: (216) 698-2744
rwilson@cuyahogacounty.us

Frank Gallucci
PLEVIN & GALLUCCI COMPANY, L.P.A.
55 Public Square
Suite 2222
Cleveland, Ohio 44113
FGallucci@pglawyer.com

Paul J. Napoli
Joseph L. Ciaccio
Salvatore C. Badala
NAPOLI SHKOLNIK, PLLC
400 Broadhollow Road - Suite 350
Melville, New York 11747
pnapoli@napolilaw.com

Scott Elliot Smith
SCOTT ELLIOT SMITH LP A
5003 Horizons Dr. Ste. 200
Columbus Oh. 43220
Telephone: (614) 846-1700
ses@sestrialaw.com

Leo M. Spellacy, Jr., Esq.
THRASHER DINSMORE & DOLAN LPA
1111 Superior Avenue, Suite 412
Cleveland, OH 44114

CONFIDENTIAL - SUBJECT TO PROTECTIVE ORDER

Telephone: (216) 255-5431
Fax: (216) 255-5450
lspellacy@tddl.com

Counsel for City of Cleveland Plaintiffs

David J. Butler
Adrian D. Thompson
David H. Wallace
TAFT STETTINIUS & HOLLISTER LLP
200 Public Square, Suite 3500
Cleveland, Ohio 44144
Tel: 216-241-2838
dbutler@taftlaw.com
athompson@taftlaw.com
dwallace@taftlaw.com

Paul T. Farrell, Jr.
GREENE, KETCHUM, FARRELL, BAILEY &
TWEED, LLP
419 11th Street (25701)
PO Box 2389
Huntington, WV 25724
Tel: 800-479-0053
paul@greeneketchum.com

Peter F. Weinberger
SPANGENBERG SHIBLEY & LIBER LLP
1001 Lakeside Avenue East
Suite 1700
Cleveland, OH 44114-1149
Telephone: (216) 696-3232
pweinberger@spanglaw.com

R. Edison Hill
HILL, PETERSON, CARPER, BEE & DEITZLER,
PLLC
NorthGate Business Park
500 Tracy Way
Charleston, WV 25311
Tel: 304-345-5667
rehill@hpcbd.com

Peter J. Mougey
LEVIN PAPANTONIO THOMAS MITCHELL

CONFIDENTIAL - SUBJECT TO PROTECTIVE ORDER

RAFFERTY & PROCTOR PA
316 S. Baylen Street
Suite 600
Pensacola, FL 32502
Telephone: (805) 435-7000
pmougey@levinlaw.com

J. Burton LeBlanc
BARON & BUDD, P.C.
3102 Oak Lawn Avenue, Suite 1000
Dallas, TX 75219
Tel: 214-521-3605
bleblanc@baronbudd.com

Michael J. Fuller, Jr.
MCHUGH FULLER LAW GROUP, PLLC
97 Elias Whiddon Rd.
Hattiesburg, MS 39402
Tel: 601-261-2220
mike@mchughfuller.com

Anthony J. Majestro
POWELL & MAJESTRO, PLLC
405 Capitol Street, Suite P-1200
Charleston, WV 25301
Tel: 304-346-2889
amajestro@powellmajestro.com

Counsel for County of Summit Plaintiffs

Donald W. Davis
Adam D. Fuller
Elizabeth Shively Boatwright
Brennan, Manna & Diamond, LLC
75 East Market Street
Akron, Ohio 44308
Telephone: (330) 253-5060
Facsimile: (330) 253-1977
dwdavis@bmdllc.com
adfuller@bmdllc.com
esboatwright@bmdllc.com

Linda Singer
Lisa Saltzburg
Motely Rice LLC
401 9th Street NW

CONFIDENTIAL - SUBJECT TO PROTECTIVE ORDER

Suite 1001
Washington, DC 20004
Telephone: (202) 386-9626
lsinger@motleyrice.com
lsaltzburg@motleyrice.com

Liaison Counsel for Plaintiffs

Peter Henry Weinberger
SPANGENBERG SHIBLEY & LIBER LLP
1001 Lakeside Avenue East
Suite 1700
Cleveland, OH 44114-1149
Telephone: (216) 696-3232
pweinberger@spanglaw.com

Steven J. Skikos
SKIKOS CRAWFORD SKIKOS & JOSEPH
One Sansome Street, Suite 2830
San Francisco, CA 94104
Telephone: (415) 546-7300
sskikos@skikoscrawford.com

Troy A. Rafferty
LEVIN PAPANTONIO THOMAS MITCHELL
RAFFERTY & PROCTOR PA
316 S. Baylen Street
Suite 600
Pensacola, FL 32502
Telephone: (805) 435-7000
trafferty@levinlaw.com

FOOTNOTES

FOOTNOTES	2018	2017	2016	2015	2014	2013	2012	2011	2010	2009	2008	2007	2006	2005	2004	2003	2002	2001	2000	1999	1998	1997	1996	1995	1994	1993	1992	1991	1990	1989	1988	1987	1986	1985	1984	1983	1982	1981	1980	1979	1978	1977	1976	1975	1974	1973	1972	1971	1970	1969	1968	1967	1966	1965	1964	1963	1962	1961	1960	1959	1958	1957	1956	1955	1954	1953	1952	1951	1950	1949	1948	1947	1946	1945	1944	1943	1942	1941	1940	1939	1938	1937	1936	1935	1934	1933	1932	1931	1930	1929	1928	1927	1926	1925	1924	1923	1922	1921	1920	1919	1918	1917	1916	1915	1914	1913	1912	1911	1910	1909	1908	1907	1906	1905	1904	1903	1902	1901	1900	1899	1898	1897	1896	1895	1894	1893	1892	1891	1890	1889	1888	1887	1886	1885	1884	1883	1882	1881	1880	1879	1878	1877	1876	1875	1874	1873	1872	1871	1870	1869	1868	1867	1866	1865	1864	1863	1862	1861	1860	1859	1858	1857	1856	1855	1854	1853	1852	1851	1850	1849	1848	1847	1846	1845	1844	1843	1842	1841	1840	1839	1838	1837	1836	1835	1834	1833	1832	1831	1830	1829	1828	1827	1826	1825	1824	1823	1822	1821	1820	1819	1818	1817	1816	1815	1814	1813	1812	1811	1810	1809	1808	1807	1806	1805	1804	1803	1802	1801	1800	1799	1798	1797	1796	1795	1794	1793	1792	1791	1790	1789	1788	1787	1786	1785	1784	1783	1782	1781	1780	1779	1778	1777	1776	1775	1774	1773	1772	1771	1770	1769	1768	1767	1766	1765	1764	1763	1762	1761	1760	1759	1758	1757	1756	1755	1754	1753	1752	1751	1750	1749	1748	1747	1746	1745	1744	1743	1742	1741	1740	1739	1738	1737	1736	1735	1734	1733	1732	1731	1730	1729	1728	1727	1726	1725	1724	1723	1722	1721	1720	1719	1718	1717	1716	1715	1714	1713	1712	1711	1710	1709	1708	1707	1706	1705	1704	1703	1702	1701	1700	1699	1698	1697	1696	1695	1694	1693	1692	1691	1690	1689	1688	1687	1686	1685	1684	1683	1682	1681	1680	1679	1678	1677	1676	1675	1674	1673	1672	1671	1670	1669	1668	1667	1666	1665	1664	1663	1662	1661	1660	1659	1658	1657	1656	1655	1654	1653	1652	1651	1650	1649	1648	1647	1646	1645	1644	1643	1642	1641	1640	1639	1638	1637	1636	1635	1634	1633	1632	1631	1630	1629	1628	1627	1626	1625	1624	1623	1622	1621	1620	1619	1618	1617	1616	1615	1614	1613	1612	1611	1610	1609	1608	1607	1606	1605	1604	1603	1602	1601	1600	1599	1598	1597	1596	1595	1594	1593	1592	1591	1590	1589	1588	1587	1586	1585	1584	1583	1582	1581	1580	1579	1578	1577	1576	1575	1574	1573	1572	1571	1570	1569	1568	1567	1566	1565	1564	1563	1562	1561	1560	1559	1558	1557	1556	1555	1554	1553	1552	1551	1550	1549	1548	1547	1546	1545	1544	1543	1542	1541	1540	1539	1538	1537	1536	1535	1534	1533	1532	1531	1530	1529	1528	1527	1526	1525	1524	1523	1522	1521	1520	1519	1518	1517	1516	1515	1514	1513	1512	1511	1510	1509	1508	1507	1506	1505	1504	1503	1502	1501	1500	1499	1498	1497	1496	1495	1494	1493	1492	1491	1490	1489	1488	1487	1486	1485	1484	1483	1482	1481	1480	1479	1478	1477	1476	1475	1474	1473	1472	1471	1470	1469	1468	1467	1466	1465	1464	1463	1462	1461	1460	1459	1458	1457	1456	1455	1454	1453	1452	1451	1450	1449	1448	1447	1446	1445	1444	1443	1442	1441	1440	1439	1438	1437	1436	1435	1434	1433	1432	1431	1430	1429	1428	1427	1426	1425	1424	1423	1422	1421	1420	1419	1418	1417	1416	1415	1414	1413	1412	1411	1410	1409	1408	1407	1406	1405	1404	1403	1402	1401	1400	1399	1398	1397	1396	1395	1394	1393	1392	1391	1390	1389	1388	1387	1386	1385	1384	1383	1382	1381	1380	1379	1378	1377	1376	1375	1374	1373	1372	1371	1370	1369	1368	1367	1366	1365	1364	1363	1362	1361	1360	1359	1358	1357	1356	1355	1354	1353	1352	1351	1350	1349	1348	1347	1346	1345	1344	1343	1342	1341	1340	1339	1338	1337	1336	1335	1334	1333	1332	1331	1330	1329	1328	1327	1326	1325	1324	1323	1322	1321	1320	1319	1318	1317	1316	1315	1314	1313	1312	1311	1310	1309	1308	1307	1306	1305	1304	1303	1302	1301	1300	1299	1298	1297	1296	1295	1294	1293	1292	1291	1290	1289	1288	1287	1286	1285	1284	1283	1282	1281	1280	1279	1278	1277	1276	1275	1274	1273	1272	1271	1270	1269	1268	1267	1266	1265	1264	1263	1262	1261	1260	1259	1258	1257	1256	1255	1254	1253	1252	1251	1250	1249	1248	1247	1246	1245	1244	1243	1242	1241	1240	1239	1238	1237	1236	1235	1234	1233	1232	1231	1230	1229	1228	1227	1226	1225	1224	1223	1222	1221	1220	1219	1218	1217	1216	1215	1214	1213	1212	1211	1210	1209	1208	1207	1206	1205	1204	1203	1202	1201	1200	1199	1198	1197	1196	1195	1194	1193	1192	1191	1190	1189	1188	1187	1186	1185	1184	1183	1182	1181	1180	1179	1178	1177	1176	1175	1174	1173	1172	1171	1170	1169	1168	1167	1166	1165	1164	1163	1162	1161	1160	1159	1158	1157	1156	1155	1154	1153	1152	1151	1150	1149	1148	1147	1146	1145	1144	1143	1142	1141	1140	1139	1138	1137	1136	1135	1134	1133	1132	1131	1130	1129	1128	1127	1126	1125	1124	1123	1122	1121	1120	1119	1118	1117	1116	1115	1114	1113	1112	1111	1110	1109	1108	1107	1106	1105	1104	1103	1102	1101	1100	1099	1098	1097	1096	1095	1094	1093	1092	1091	1090	1089	1088	1087	1086	1085	1084	1083	1082	1081	1080	1079	1078	1077	1076	1075	1074	1073	1072	1071	1070	1069	1068	1067	1066	1065	1064	1063	1062	1061	1060	1059	1058	1057	1056	1055	1054	1053	1052	1051	1050	1049	1048	1047	1046	1045	1044	1043	1042	1041	1040	1039	1038	1037	1036	1035	1034	1033	1032	1031	1030	1029	1028	1027	1026	1025	1024	1023	1022	1021	1020	1019	1018	1017	1016	1015	1014	1013	1012	1011	1010	1009	1008	1007	1006	1005	1004	1003	1002	1001	1000	999	998	997	996	995	994	993	992	991	990	989	988	987	986	985	984	983	982	981	980	979	978	977	976	975	974	973	972	971	970	969	968	967	966	965	964	963	962	961	960	959	958	957	956	955	954	953	952	951	950	949	948	947	946	945	944	943	942	941	940	939	938	937	936	935	934	933	932	931	930	929	928	927	926	925	924	923	922	921	920	919	918	917	916	915	914	913	912	911	910	909	908	907	906	905	904	903	902	901	900	899	898	897	896	895	894	893	892	891	890	889	888	887	886	885	884	883	882	881	880	879	878	877	876	875	874	873	872	871	870	869	868	867	866	865	864	863	862	861	860	859	858	857	856	855	854	853	852	851	850	849	848	847	846	845	844	843	842	841	840	839	838	837	836	835	834	833	832	831	830	829	828	827	826	825	824	823	822	821	820	819	818	817	816	815	814	813	812	811	810	809	808	807	806	805	804	803	802	801	800	799	798	797	796	795	794	793	792	791	790	789	788	787	786	785	784	783	782	781	780	779	778	777	776	775	774	773	772	771	770	769	768	767	766	765	764	763	762	761	760	759	758	757	756	755	754	753	752	751	750	749	748	747	746	745	744	743	742	741	740	739	738	737	736	735	734	733	732	731	730	729	728	727	726	725	724	723	722	721	720	719	718	717	716	715	714	713	712	711	710	709	708	707	706	705	704	703	702	701	700	699	698	697	696	695	694	693	692	691	690	689	688	687	686	685	684	683	682	681	680	679	678	677	676	675	674	673	672	671	670	669	668	667	666	665	664	663	662	661	660	659	658	657	656	655	654	653	652	651	650	649	648	647	646	645	644	643	642	641	640	639	638	637	636	635	634	633	632	631	630	629	628	627	626	625	624	623	622	621	620	619
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FIGURE 4
PAIN PHARMACEUTICAL, INC. AND PAIN PHARMACEUTICAL COMPANIES, INC.'S SUPPLEMENTAL DIRECTIONS AND DISTANCES TO PLAINFIELD, NEW JERSEY

3433040001	INDUSTRIAL PARK, NJ 07030	
3433040002	INDUSTRIAL PARK, NJ 07030	
3433040003	INDUSTRIAL PARK, NJ 07030	
3433040004	INDUSTRIAL PARK, NJ 07030	
3433040005	INDUSTRIAL PARK, NJ 07030	
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3433040078	INDUSTRIAL PARK, NJ 07030	
3433040079	INDUSTRIAL PARK, NJ 07030	
3433040080	INDUSTRIAL PARK, NJ 07030	
3433040081	INDUSTRIAL PARK, NJ 07030	
3433040082	INDUSTRIAL PARK, NJ 07030	
3433040083	INDUSTRIAL PARK, NJ 07030	
3433040084	INDUSTRIAL PARK, NJ 07030	
3433040085	INDUSTRIAL PARK, NJ 07030	
3433040086	INDUSTRIAL PARK, NJ 07030	
3433040087	INDUSTRIAL PARK, NJ 07030	
3433040088	INDUSTRIAL PARK, NJ 07030	
3433040089	INDUSTRIAL PARK, NJ 07030	
3433040090	INDUSTRIAL PARK, NJ 07030	
3433040091	INDUSTRIAL PARK, NJ 07030	
3433040092	INDUSTRIAL PARK, NJ 07030	
3433040093	INDUSTRIAL PARK, NJ 07030	
3433040094	INDUSTRIAL PARK, NJ 07030	
3433040095	INDUSTRIAL PARK, NJ 07030	
3433040096	INDUSTRIAL PARK, NJ 07030	
3433040097	INDUSTRIAL PARK, NJ 07030	
3433040098	INDUSTRIAL PARK, NJ 07030	
3433040099	INDUSTRIAL PARK, NJ 07030	
3433040100	INDUSTRIAL PARK, NJ 07030	

EXHIBIT B

PAR PHARMACEUTICAL, INC. AND PAR PHARMACEUTICAL COMPANIES, INC.'S SUPPLEMENTAL OBJECTIONS AND RESPONSES TO PLAINTIFFS' INTERROGATORY NO. 33

Year	NDC #	Item description	DDARQT TOTAL	Conversion	Total Dosage Units	DDPVA TOTAL	Gross Profit minus Cash Disc
2008	603118258	DRITUSS HD ELIX C3 160Z	407	0	0	825	-1185.8
2008	603129558	HYDROCODONE APP ELIXIR C3 160Z	504967	473	238849391	3191268.16	1107574.797
2008	603162558	QUINDAL HD LIQ C3 160Z	7794	0	0	87926.475	47883.3455
2008	603179958	TUSSICLEAR DH SYR C3 160Z	10370	0	0	251345.388	142618.4802
2008	603185354	VI-Q-TUSS SYR C3 40Z	3626	0	0	6006.41	1172.4818
2008	603185358	VI-Q-TUSS SYRUP C3 160Z	18053	473	8539069	82821.462	12022.04276
2008	603388021	HYDROCODONE APP 2.5/500 C2100	31112	100	3111200	254601.005	24258.1049
2008	603388102	HYDROCODONE APP 5/500 C3 90	80387	90	7234830	214208.86	918.4828
2008	603388104	HYDROCODONE APP 5/500 C2 180	22631	180	4073580	120170.61	24980.0978
2008	603388116	HYDROCODONE APP 5/500 C3 30	33238	30	997140	40876.794	1835.55812
2008	603388119	HYDROCODONE APP 5/500 C3 50	11361	50	568050	20085.51	597.3198
2008	603388120	HYDROCODONE APP 5/500 C2 60	79939	60	4796340	163851.094	11088.14212
2008	603388121	HYDROCODONE APP 5/500 C3 100	539425	100	53942500	1417049.4	-83921.838
2008	603388122	HYDROCODONE APP 5/500 C2 120	93873	120	11264760	341690.36	17565.8128
2008	603388128	HYDROCODONE APP 5/500 C3 500	231305	500	115652500	3563816.73	693749.8954
2008	603388132	HYDROCODONE APP 5/500 C2 1000	51987	1000	51987000	1535005.51	282610.8998
2008	603388202	HYDROCODONE APP 7.5/500 C2 90	52549	90	4729410	215610.626	31580.83348
2008	603388216	HYDROCODONE APP 7.5/500 C3 30	16557	30	496710	29686.628	4257.39544
2008	603388220	HYDROCODONE APP 7.5/500 C3 60	27729	60	1663740	88844.602	13585.85996
2008	603388221	HYDROCODONE APP 7.5/500 C3100	95460	100	9546000	442270.05	3854.649
2008	603388222	HYDROCODONE APP 7.5/500 C2120	62673	120	7520760	331543.751	49151.67598
2008	603388228	HYDROCODONE APP 7.5/500 C3500	40479	500	20239500	824486.652	63183.31896
2008	603388232	HYDROCODONE APP 7.5/500C31000	69472	1000	69472000	2822542.576	278994.1245
2008	603388321	HYDROCODONE APP 7.5/750 C2100	62527	100	6252700	303926.7	48365.436
2008	603388328	HYDROCODONE APP 7.5/750 C3500	30986	500	15493000	710226.35	102639.923
2008	603388332	HYDROCODONE APP 7.5/750C31000	12175	1000	12175000	474595.472	75503.56256
2008	603388421	HYDROCODONE APP 7.5/650 C2100	8199	100	819900	45257.08	10326.0884
2008	603388428	HYDROCODONE APP 7.5/650 C2500	5562	500	2781000	142388.4	33640.152
2008	603388502	HYDROCODONE APP 10/650 C3 90	21884	90	1969560	139436.85	20662.913
2008	603388504	HYDROCODONE APP 10/650 C2 180	5729	180	1031220	65998.08	9679.7184
2008	603388516	HYDROCODONE APP 10/650 C2 30	12738	30	382140	31351.34	4611.4132
2008	603388520	HYDROCODONE APP 10/650 C3 60	31440	60	1886400	143208.89	20872.7122
2008	603388521	HYDROCODONE APP 10/650 C2 100	46091	100	4609100	317853.98	87494.6404
2008	603388522	HYDROCODONE APP 10/650 C3 120	24971	120	2996520	193025.23	28102.3634
2008	603388528	HYDROCODONE APP 10/650 C3 500	22706	500	11353000	683523.645	134672.7521
2008	603388532	HYDROCODONE APP 10/650 C31000	21099	1000	21099000	1092871.158	116283.9848
2008	603388621	HYDROCODONE APP 10/660 C2 100	60652	100	6065200	897544.68	212421.7864
2008	603388628	HYDROCODONE APP 10/660 C3 500	8190	500	4095000	592166.68	129873.3464
2008	603388721	HYDROCODONE APP 10/325 C2 100	1425094	100	142509400	8166324.74	-191292.2548
2008	603388728	HYDROCODONE APP 10/325 C2 500	115988	500	57994000	7012544.91	1081013.172
2008	603388732	HYDROCODONE APP 10/325 C21000	35921	1000	35921000	4901835.92	1678672.202
2008	603388802	HYDROCODONE APP 10/500 C2 90	25587	90	2302830	311137.536	45206.73528
2008	603388804	HYDROCODONE APP 10/500 C3 180	5105	180	918900	112565.25	16637.195
2008	603388816	HYDROCODONE APP 10/500 C2 30	7461	30	223830	32231.52	4727.2896
2008	603388820	HYDROCODONE APP 10/500 C2 60	12192	60	731520	100705.248	14566.34304
2008	603388821	HYDROCODONE APP 10/500 C2 100	776736	100	77673600	4075807.985	-1062259.535
2008	603388822	HYDROCODONE APP 10/500 C2 120	37917	120	4550040	561926.772	82413.28656
2008	603388828	HYDROCODONE APP 10/500 C2 500	49182	500	24591000	2388302.021	520801.9806
2008	603388832	HYDROCODONE APP 10/500 C21000	52598	1000	52598000	5255449.151	1468480.168
2008	603389021	HYDROCODONE APP 5/325 C2 100	69422	100	6942200	1201577.703	639525.6489
2008	603389121	HYDROCODONE APP 7.5/325 C2100	77004	100	7700400	1497852.275	871114.2295
2008	603389721	HCB IBUPROFEN 7.5/200MG C2 100	46882	100	4688200	1420352.83	589794.7534
2008	603389728	HCB IBUPROFEN 7.5/200MG C2 500	5793	500	2896500	1043991.485	577050.6553
2008	603441521	MEPERITAB 50MG C2 100	44064	100	4406400	621155.88	-419280.3576
2008	603441621	MEPERITAB 100MG C2 100	10500	100	1050000	289939.68	-181859.1936
2008	603442421	MEPROZINE 50/25MG CAP C2 100	182101	100	18210100	3644832.65	1942132.047
2008	603499121	OXYCODONE 15MG C2 100	98181	100	9818100	2444342.3	1158481.154
2008	603499221	OXYCODONE 30MG C2 100	132806	100	13280600	5668307.24	2234791.095
2008	603499721	OXYCODONE APP 5/500MG C2 100	5391	100	539100	53152.53	6265.9794
2008	603499821	OXYCODONE APP 5/325MG C2 100	83190	100	8319000	411800.4	53154.5952
2008	603499828	OXYCODONE APP 5/325MG C2 500	21876	500	10938000	516844.92	59800.1016
2008	6686911810	IBUDONE 5/200MG 100	9000	0	0	76500	-1530
2008	6686912810	IBUDONE 10/200MG 100	21934	0	0	197406	-3948.12
2009	603129558	HYDROCODONE APP ELIXIR C3 160Z	491481	473	232470513	2850977.93	1975307.91
2009	603388021	HYDROCODONE APP 2.5/500 C2100	32448	100	3244800	261156.552	193187.533
2009	603388102	HYDROCODONE APP 5/500 C3 90	105276	90	9474840	296452.44	126373.2384
2009	603388104	HYDROCODONE APP 5/500 C2 180	37872	180	6816960	201100.32	86342.736
2009	603388116	HYDROCODONE APP 5/500 C3 30	42432	30	1272960	52186.752	23521.70496
2009	603388119	HYDROCODONE APP 5/500 C3 50	4608	50	230400	8155.008	3884.16384
2009	603388120	HYDROCODONE APP 5/500 C2 60	113184	60	6791040	231996.96	102605.9616
2009	603388121	HYDROCODONE APP 5/500 C3 100	560807	100	56080700	1346209.55	355501.5031
2009	603388122	HYDROCODONE APP 5/500 C2 120	115872	120	13904640	421774.08	188550.5904
2009	603388128	HYDROCODONE APP 5/500 C3 500	322077	500	161038500	4137472.98	1484210.862
2009	603388132	HYDROCODONE APP 5/500 C2 1000	36496	1000	36496000	1088590.432	483655.3289
2009	603388202	HYDROCODONE APP 7.5/500 C2 90	31920	90	2872800	131188.608	48270.26304
2009	603388216	HYDROCODONE APP 7.5/500 C3 30	5328	30	159840	9586.512	3891.48576
2009	603388220	HYDROCODONE APP 7.5/500 C3 60	18048	60	1082880	57931.776	27087.26208
2009	603388221	HYDROCODONE APP 7.5/500 C3100	115800	100	11580000	523184.04	184399.092
2009	603388222	HYDROCODONE APP 7.5/500 C2120	40944	120	4913280	216579.12	81847.3584
2009	603388228	HYDROCODONE APP 7.5/500 C3500	59220	500	29610000	1196788.86	428346.1908
2009	603388232	HYDROCODONE APP 7.5/500C31000	73608	1000	73608000	3042088.8	1175851.374
2009	603388321	HYDROCODONE APP 7.5/750 C2100	36600	100	3660000	206498.16	98655.0936
2009	603388328	HYDROCODONE APP 7.5/750 C3500	32052	500	16026000	626406.48	186900.9168
2009	603388332	HYDROCODONE APP 7.5/750C31000	13149	1000	13149000	510661.542	156106.9714
2009	603388421	HYDROCODONE APP 7.5/650 C2100	10872	100	1087200	56496.6	25826.3832
2009	603388428	HYDROCODONE APP 7.5/650 C2500	3840	500	1920000	98546.28	47169.1944
2009	603388502	HYDROCODONE APP 10/650 C3 90	25008	90	2250720	159551.04	75118.9056
2009	603388504	HYDROCODONE APP 10/650 C2 180	4392	180	790560	50595.84	25202.8512
2009	603388516	HYDROCODONE APP 10/650 C2 30	6336	30	190080	15649.92	8389.6896
2009	603388520	HYDROCODONE APP 10/650 C3 60	21312	60	1278720	97182.72	48070.5408
2009	603388521	HYDROCODONE APP 10/650 C2 100	52560	100	5256000	335932.44	159775.6392
2009	603388522	HYDROCODONE APP 10/650 C3 120	30528	120	3663360	235981.44	107507.9712
2009	603388528	HYDROCODONE APP 10/650 C3 500	20436	500	10218000	613580.82	283488.03
2009	603388532	HYDROCODONE APP 10/650 C31000	19003	1000	19003000	988058.06	379782.6599
2009	603388621	HYDROCODONE APP 10/660 C2 100	78168	100	7816800	1091468.64	608504.2896
2009	603388628	HYDROCODONE APP 10/660 C3 500	12120	500	6060000	880276.08	517831.8984
2009	603388721	HYDROCODONE APP 10/325 C2 100	824832	100	82483200	7804335.72	5042824.186
2009	603388728	HYDROCODONE APP 10/325 C2 500	447191	500	223595500	16619281.33	10321764.33
2009	603388732	HYDROCODONE APP 10/325 C21000	50555	1000	50555000	6824852.7	5104796.785
2009	603388802	HYDROCODONE APP 10/500 C2 90	27648	90	2488320	336199.056	233057.3981
2009	603388804	HYDROCODONE APP 10/500 C3 180	11064	180	1991520	243961.2	145487.0112
2009	603388816	HYDROCODONE APP 10/500 C2 30	2208	30	66240	9538.128	6384.80544
2009	603388820	HYDROCODONE APP 10/500 C2 60	11376	60	682560	93965.424	70709.75712
2009	603388821	HYDROCODONE APP 10/500 C2 100	953328	100	95332800	4667137.8	1487293.265
2009	603388822	HYDROCODONE APP 10/500 C2 120	43728	120	5247360	648044.064	465033.6211
2009	603388828	HYDROCODONE APP 10/500 C2 500	63624	500	31812000	2877726.24	1784026.19
2009	603388832	HYDROCODONE APP 10/500 C21000	50021	1000	50021000	4982733.73	3242901.356
2009	603389021	HYDROCODONE APP 5/325 C2 100	100448	100	10044800	1614763.44	1312627.658
2009	603389028	HYDROCODONE APP 5/325 C2 500	6936	500	3468000	530560.92	470704.1016
2009	603389121	HYDROCODONE APP 7.5/325 C2100	93312	100	9331200	1	

EXHIBIT B

PAR PHARMACEUTICAL, INC. AND PAR PHARMACEUTICAL COMPANIES, INC.'S SUPPLEMENTAL OBJECTIONS AND RESPONSES TO PLAINTIFFS' INTERROGATORY NO. 33

2009	603389728	HCB IBUPROFEN 7.5/200MG C2 500	8773	500	4386500	1461805.23	1314107.772
2009	603441521	MEPERITAB 50MG C2 100	100464	100	10046400	1437021.9	730083.2784
2009	603441621	MEPERITAB 100MG C2 100	16516	100	1651600	470770.28	235053.9684
2009	603499021	OXYCODONE 5MG C2 100	609372	100	60937200	5557011.96	4117440.761
2009	603499121	OXYCODONE 15MG C2 100	548920	100	54892000	13306252.7	10680332.03
2009	603499221	OXYCODONE 30MG C2 100	536254	100	53625400	22274898.18	17219188.32
2009	603499721	OXYCODONE APAP 5/500MG C2 100	13608	100	1360800	134126.64	82881.6096
2009	603499821	OXYCODONE APAP 5/325MG C2 100	149676	100	14967600	740896.2	391701.576
2009	603499828	OXYCODONE APAP 5/325MG C2 500	36432	500	18216000	860693.94	498388.4388
2009	50991057801	IBUDONE 5/200MG C2 100	6372	100	637200	54162	53078.76
2009	50991057901	IBUDONE 10/200MG C2 100	6652	100	665200	59868	58670.64
2010	603129558	HYDROCODONE APAP ELIXIR C3 16OZ	592368	473	280190064	3012368.364	2061537.282
2010	603388021	HYDROCODONE APAP 2.5/500 C2100	38029	100	3802900	297657.55	234870.0585
2010	603388102	HYDROCODONE APAP 5/500 C3 90	86208	90	7758720	244830.48	124449.6336
2010	603388104	HYDROCODONE APAP 5/500 C2 180	38496	180	6929280	204413.76	103977.696
2010	603388112	HYDROCODONE APAP 5/500 C3 240	10416	240	2499840	57063.84	21794.5392
2010	603388116	HYDROCODONE APAP 5/500 C3 30	40032	30	1200960	49235.328	24239.42784
2010	603388119	HYDROCODONE APAP 5/500 C3 50	4320	50	216000	7646.4	3837.024
2010	603388120	HYDROCODONE APAP 5/500 C2 60	109008	60	6540480	223441.2	113267.3184
2010	603388121	HYDROCODONE APAP 5/500 C3 100	410131	100	41013100	985463.14	365404.1194
2010	603388122	HYDROCODONE APAP 5/500 C2 120	118704	120	14244480	432082.56	220528.2912
2010	603388128	HYDROCODONE APAP 5/500 C3 500	435565	500	217782500	4438919.444	1471554.222
2010	603388132	HYDROCODONE APAP 5/500 C2 1000	34276	1000	34276000	969532.988	505251.4918
2010	603388202	HYDROCODONE APAP 7.5/500 C2 90	31152	90	2803680	127978.56	62404.7232
2010	603388204	HYDROCODONE APAP 7.5/500 C3180	2472	180	444960	15326.4	5381.0496
2010	603388212	HYDROCODONE APAP 7.5/500 C3240	1032	240	247680	8431.44	2972.8824
2010	603388216	HYDROCODONE APAP 7.5/500 C3 30	4128	30	123840	7430.4	3866.6976
2010	603388220	HYDROCODONE APAP 7.5/500 C3 60	17232	60	1033920	55314.144	29652.26112
2010	603388221	HYDROCODONE APAP 7.5/500 C3100	116448	100	11644800	475890.192	203921.8858
2010	603388222	HYDROCODONE APAP 7.5/500 C2120	39408	120	4728960	208432.32	99008.8464
2010	603388228	HYDROCODONE APAP 7.5/500 C3500	52965	500	26482500	1030356.198	458542.319
2010	603388232	HYDROCODONE APAP 7.5/500C31000	74027	1000	74027000	2808861.926	1229571.76
2010	603388302	HYDROCODONE APAP 7.5/750 C3 90	7440	90	669600	38167.2	21018.744
2010	603388320	HYDROCODONE APAP 7.5/750 C3 60	3312	60	198720	11327.04	5975.8416
2010	603388321	HYDROCODONE APAP 7.5/750 C2100	29481	100	2948100	136082.214	61291.31712
2010	603388322	HYDROCODONE APAP 7.5/750 C3120	7488	120	898560	50544	27698.112
2010	603388328	HYDROCODONE APAP 7.5/750 C3500	125556	500	62778000	1797885.24	335485.8192
2010	603388332	HYDROCODONE APAP 7.5/750C31000	10625	1000	10625000	396603.32	149792.5661
2010	603388421	HYDROCODONE APAP 7.5/650 C2100	39240	100	3924000	140198.256	44783.96688
2010	603388428	HYDROCODONE APAP 7.5/650 C2500	3276	500	1638000	84076.44	46464.3984
2010	603388502	HYDROCODONE APAP 10/650 C3 90	29184	90	2626560	186193.92	110607.36
2010	603388504	HYDROCODONE APAP 10/650 C2 180	6552	180	1179360	75479.04	42456.96
2010	603388516	HYDROCODONE APAP 10/650 C2 30	8064	30	241920	19918.08	11666.9952
2010	603388520	HYDROCODONE APAP 10/650 C3 60	22704	60	1362240	103530.24	62451.8928
2010	603388521	HYDROCODONE APAP 10/650 C2 100	124544	100	12454400	555912.312	203257.0546
2010	603388522	HYDROCODONE APAP 10/650 C3 120	36432	120	4371840	286119.36	157324.3056
2010	603388528	HYDROCODONE APAP 10/650 C3 500	20232	500	10116000	573467.808	302004.647
2010	603388532	HYDROCODONE APAP 10/650 C31000	19141	1000	19141000	979563.074	472651.523
2010	603388621	HYDROCODONE APAP 10/660 C2 100	115584	100	11558400	1027524.12	689579.9736
2010	603388628	HYDROCODONE APAP 10/660 C3 180	8256	500	4128000	584770.704	466835.4307
2010	603388704	HYDROCODONE APAP 10/325 C2 500	4896	180	881280	172290.24	151742.1504
2010	603388721	HYDROCODONE APAP 10/325 C2 100	1090716	100	109071600	7568358.144	4966361.654
2010	603388722	HYDROCODONE APAP 10/325 C2 120	10032	120	1203840	235651.68	203860.0224
2010	603388728	HYDROCODONE APAP 10/325 C2 500	481135	500	240567500	17079546.68	11698945.38
2010	603388732	HYDROCODONE APAP 10/325 C21000	87924	1000	87924000	11777939.15	9721560.57
2010	603388802	HYDROCODONE APAP 10/500 C2 90	37437	90	3369330	454069.626	354698.6441
2010	603388804	HYDROCODONE APAP 10/500 C3 180	13392	180	2410560	295293.6	226622.1024
2010	603388816	HYDROCODONE APAP 10/500 C2 30	14146	30	424380	22370.018	8430.16284
2010	603388820	HYDROCODONE APAP 10/500 C2 60	14688	60	881280	121322.88	94255.8336
2010	603388821	HYDROCODONE APAP 10/500 C2 100	747236	100	74723600	3685079.424	1617602.74
2010	603388822	HYDROCODONE APAP 10/500 C2 120	57888	120	6946560	85670.72	655953.3024
2010	603388826	HYDROCODONE APAP 10/500 C2 150	336	150	50400	5171.04	3730.6416
2010	603388828	HYDROCODONE APAP 10/500 C2 500	66338	500	33169000	2700674.634	1814906.419
2010	603388832	HYDROCODONE APAP 10/500 C21000	54548	1000	54548000	5277869.73	3820452.259
2010	603389021	HYDROCODONE APAP 5/325 C2 100	226656	100	22665600	2087784.936	1684036.94
2010	603389028	HYDROCODONE APAP 5/325 C2 500	33414	500	16707000	2707082.952	2411598.654
2010	603389121	HYDROCODONE APAP 7.5/325 C2100	217008	100	21700800	2271168.12	1787520.42
2010	603389128	HYDROCODONE APAP 7.5/325 C2500	24389	500	12194500	2327323.392	2053122.681
2010	603389721	HCB IBUPROFEN 7.5/200MG C2 100	86532	100	8653200	1773757.8	1542486.688
2010	603389728	HCB IBUPROFEN 7.5/200MG C2 500	6564	500	3282000	1254114.108	1159775.062
2010	603441521	MEPERITAB 50MG C2 100	93168	100	9316800	1274069.22	683737.2228
2010	603441621	MEPERITAB 100MG C2 100	16860	100	1686000	480078.9	272972.0568
2010	603499021	OXYCODONE 5MG C2 100	875852	100	87585200	6780530.22	5342427.9
2010	603499028	OXYCODONE 5MG C2 500	600	500	300000	38664	33764.64
2010	603499121	OXYCODONE 15MG C2 100	653543	100	65354300	16302606.9	13410335.28
2010	603499128	OXYCODONE 15MG C2 500	540	500	270000	57409.2	45611.406
2010	603499221	OXYCODONE 30MG C2 100	705031	100	70503100	29654973.05	23705937.63
2010	603499228	OXYCODONE 30MG C2 500	2748	500	1374000	334949.88	221114.8812
2010	603499721	OXYCODONE APAP 5/500MG C2 100	31848	100	3184800	313886.04	224156.8368
2010	603499821	OXYCODONE APAP 5/325MG C2 100	593724	100	59372400	2938927.8	1718287.955
2010	603499828	OXYCODONE APAP 5/325MG C2 500	36550	500	18275000	856001.1	505982.8722
2010	50991057801	IBUDONE 5/200MG C2 100	6211	100	621100	52793.5	40703.7885
2011	603129558	HYDROCODONE APAP ELIXIR C3 16OZ	735437	473	347861701	3457386.55	2387527.696
2011	603388021	HYDROCODONE APAP 2.5/500 C2100	54587	100	5458700	473079.25	350699.9941
2011	603388102	HYDROCODONE APAP 5/500 C3 90	38064	90	3425760	139140.48	89143.55971
2011	603388104	HYDROCODONE APAP 5/500 C2 180	14736	180	2652480	94214.88	58544.99761
2011	603388112	HYDROCODONE APAP 5/500 C3 240	4008	240	961920	28574.88	15920.13174
2011	603388116	HYDROCODONE APAP 5/500 C3 30	17040	30	511200	24347.232	13991.39472
2011	603388119	HYDROCODONE APAP 5/500 C3 50	5472	50	273600	12003.84	7367.043498
2011	603388120	HYDROCODONE APAP 5/500 C2 60	25104	60	1506240	56175.312	32218.19746
2011	603388121	HYDROCODONE APAP 5/500 C3 100	445992	100	44599200	1136792.88	508800.9209
2011	603388122	HYDROCODONE APAP 5/500 C2 120	33648	120	4037760	153825.12	97830.70444
2011	603388128	HYDROCODONE APAP 5/500 C3 500	638357	500	319178500	6812445.555	2808064.579
2011	603388132	HYDROCODONE APAP 5/500 C2 1000	48277	1000	48277000	1462721.45	864177.2219
2011	603388202	HYDROCODONE APAP 7.5/500 C2 90	9168	90	825120	61515.936	37178.18999
2011	603388212	HYDROCODONE APAP 7.5/500 C3240	912	240	218880	10566.24	4491.726444
2011	603388216	HYDROCODONE APAP 7.5/500 C3 30	1296	30	38880	3360.96	1990.284329
2011	603388220	HYDROCODONE APAP 7.5/500 C3 60	5155	60	309300	5050.368	-4139.412385
2011	603388221	HYDROCODONE APAP 7.5/500 C3100	116158	100	11615800	452693.88	119495.9412
2011	603388222	HYDROCODONE APAP 7.5/500 C2120	13688	120	1642560	31726.704	-14388.04601
2011	603388228	HYDROCODONE APAP 7.5/500 C3500	45756	500	22878000	1004239.08	387255.0435
2011	603388232	HYDROCODONE APAP 7.5/500C31000	80064	1000	80064000	3757697.685	1611079.878
2011	603388302	HYDROCODONE APAP 7.5/750 C3 90	17088	90	1537920	101615.04	48598.94976
2011	603388320	HYDROCODONE APAP 7.5/750 C3 60	7872	60	472320	31592.16	14626.63016
2011	603388321	HYDROCODONE APAP 7.5/750 C2100	30336	100	3033600	144832.8	42182.24149
2011	603388322	HYDROCODONE APAP 7.5/750 C3120	15552	120	1866240	114825.6	51096.72674
2011	603388328	HYDROCODONE APAP 7.5/750 C3500	43812	500	21906000	801190.56	115127.1548
2011	603388332	HYDROCODONE APAP 7.5/750C31000	12446	1000	12446000	551217.28	156271.3375
2011	603388421	HYDROCODONE APAP 7.5/650 C2100	50232	100	5023200	200448.72	42875.84314
2011	603388428	HYDROCODONE APAP					

EXHIBIT B

PAR PHARMACEUTICAL, INC. AND PAR PHARMACEUTICAL COMPANIES, INC.'S SUPPLEMENTAL OBJECTIONS AND RESPONSES TO PLAINTIFFS' INTERROGATORY NO. 33

2011	603388520	HYDROCODONE APAP 10/650 C3 60	24192	60	1451520	128499.84	74088.2856
2011	603388521	HYDROCODONE APAP 10/650 C2 100	167808	100	16780800	793098.72	202796.1192
2011	603388522	HYDROCODONE APAP 10/650 C3 120	43392	120	5207040	383066.88	197862.8621
2011	603388528	HYDROCODONE APAP 10/650 C3 500	17736	500	8868000	539846.22	241500.7377
2011	603388532	HYDROCODONE APAP 10/650 C31000	18120	1000	18120000	1049552.4	445636.9961
2011	603388621	HYDROCODONE APAP 10/660 C2 100	149496	100	14949600	1283412.24	743312.5892
2011	603388628	HYDROCODONE APAP 10/660 C3 500	8196	500	4098000	586480.98	441394.0281
2011	603388702	HYDROCODONE APAP 10/325 C2 90	27984	90	2518560	493637.76	419148.5216
2011	603388704	HYDROCODONE APAP 10/325 C2 180	18768	180	3378240	660445.92	565209.9674
2011	603388712	HYDROCODONE APAP 10/325 C2 240	48	240	11520	1628.64	1318.1088
2011	603388720	HYDROCODONE APAP 10/325 C2 60	13728	60	823680	161853.12	136377.0801
2011	603388721	HYDROCODONE APAP 10/325 C2 100	1505820	100	150582000	8805941.22	4824412.605
2011	603388722	HYDROCODONE APAP 10/325 C2 120	51072	120	6128640	1199681.28	1001618.078
2011	603388726	HYDROCODONE APAP 10/325 C2 150	48	150	7200	1408.32	1203.3456
2011	603388728	HYDROCODONE APAP 10/325 C2 500	729767	500	364883500	23897788.35	14829920.61
2011	603388732	HYDROCODONE APAP 10/325 C21000	116462	1000	116462000	15332097.55	12330211.92
2011	603388802	HYDROCODONE APAP 10/500 C2 90	34752	90	3127680	470785.68	362086.7581
2011	603388804	HYDROCODONE APAP 10/500 C3 180	13776	180	2479680	329793.12	245980.9342
2011	603388816	HYDROCODONE APAP 10/500 C2 30	3360	30	100800	16148.16	12058.96739
2011	603388820	HYDROCODONE APAP 10/500 C2 60	12768	60	766800	117434.88	89634.5167
2011	603388821	HYDROCODONE APAP 10/500 C2 100	1029841	100	102984100	5108208	1748910.128
2011	603388822	HYDROCODONE APAP 10/500 C2 120	65784	120	7894080	1095796.272	825183.0535
2011	603388826	HYDROCODONE APAP 10/500 C2 150	5424	150	813600	88702.56	61258.66646
2011	603388828	HYDROCODONE APAP 10/500 C2 500	77748	500	38874000	3500854.44	2269156.071
2011	603388832	HYDROCODONE APAP 10/500 C21000	56415	1000	56415000	5874173.011	4079564.315
2011	603389002	HYDROCODONE APAP 5/325 C2 90	8256	90	743040	59673.6	48284.7936
2011	603389004	HYDROCODONE APAP 5/325 C2 180	240	180	43200	9028.8	8303.976
2011	603389016	HYDROCODONE APAP 5/325 C2 30	288	30	8640	1814.4	1611.8784
2011	603389020	HYDROCODONE APAP 5/325 C2 60	192	60	11520	2419.2	2196.8448
2011	603389021	HYDROCODONE APAP 5/325 C2 100	614518	100	61451800	4366472.076	3446122.212
2011	603389022	HYDROCODONE APAP 5/325 C2 120	240	120	28800	6026.4	5519.496
2011	603389028	HYDROCODONE APAP 5/325 C2 500	77226	500	38613000	6153782.88	5573192.198
2011	603389032	HYDROCODONE APAP 5/325 C2 1000	3864	1000	3864000	542083.2	487079.4936
2011	603389102	HYDROCODONE APAP 7.5/325 C2 90	48	90	4320	928.8	838.9824
2011	603389121	HYDROCODONE APAP 7.5/325 C2100	530460	100	53046000	4703325.48	3746094.665
2011	603389122	HYDROCODONE APAP 7.5/325 C2120	48	120	5760	1235.52	1119.792
2011	603389128	HYDROCODONE APAP 7.5/325 C2500	65844	500	32922000	6135214.68	5531813.386
2011	603389132	HYDROCODONE APAP 7.5/325C21000	3324	1000	3324000	553481.76	494425.8636
2011	603389721	HCB IBUPROFEN 7.5/200MG C2 100	132540	100	13254000	2318671.32	2016988.475
2011	603389728	HCB IBUPROFEN 7.5/200MG C2 500	6827	500	3413500	1234892.78	1150884.455
2011	603441521	MEPERITAB 50MG C2 100	88301	100	8830100	1214983.2	633286.0873
2011	603441621	MEPERITAB 100MG C2 100	15216	100	1521600	431303.736	237319.9827
2011	603499021	OXYCODONE 5MG C2 100	1070964	100	107096400	14910631.85	13122911.98
2011	603499028	OXYCODONE 5MG C2 500	17976	500	8988000	1134695.448	1002942.854
2011	603499121	OXYCODONE 15MG C2 100	983514	100	98351400	24670083.66	20605748.61
2011	603499128	OXYCODONE 15MG C2 500	14832	500	7416000	1580627.148	1293897.163
2011	603499221	OXYCODONE 30MG C2 100	1079436	100	107943600	45903120.71	37438334.68
2011	603499228	OXYCODONE 30MG C2 500	24096	500	12048000	4445880.36	3539514.915
2011	603499721	OXYCODONE APAP 5/500MG C2 100	38772	100	3877200	382259.7	278956.7477
2011	603499821	OXYCODONE APAP 5/325MG C2 100	1048824	100	104882400	5190639.264	2775523.478
2011	603499828	OXYCODONE APAP 5/325MG C2 500	46092	500	23046000	1088514.288	589375.8379
2011	50991057801	IBUDONE 5/200MG C2 100	7128	100	712800	60588	48443.34104
2011	50991057901	IBUDONE 10/200MG C2 100	7104	100	710400	63936	46695.96719
2011	60951031070	ENDODAN 4.9/325MG C2 100	5748	100	574800	569059.742	520661.4272
2011	60951060270	ENDOCET 5/325MG C2 100	89786	100	8978600	1403334.624	955069.4515
2011	60951060285	ENDOCET 5/325MG C2 500	16300	500	8150000	1251490.88	863987.0624
2011	60951065270	MORPHINE SULFATE ER 15MG C2 100	103566	100	10356600	5295070.902	4665125.524
2011	60951065370	MORPHINE SULFATE ER 30MG C2 100	127007	100	12700700	12268011.34	11203455.96
2011	60951065570	MORPHINE SULFATE ER 60MG C2 100	88781	100	8878100	17226729.52	15942004.14
2011	60951065870	MORPHINE SULFATE ER100MG C2 100	48685	100	4868500	15078044.22	13987299.48
2011	60951065970	MORPHINE SULFATE ER200MG C2 100	6634	100	663400	3886208.78	3584520.764
2011	60951070070	ENDOCET 7.5/325MG C2 100	120790	100	12079000	13163301.46	11798430.63
2011	60951071270	ENDOCET 10/325MG C2 100	680686	100	68068600	97126467.32	87648743.95
2011	60951079470	OXYMORPHONE 5MG C2 100	5905	100	590500	1280932.726	1168569.621
2011	60951079570	OXYMORPHONE 10MG C2 100	13101	100	1310100	5199652.836	4851326.129
2011	60951079670	ENDOCET 7.5/500MG C2 100	25682	100	2568200	1860046.32	1585030.074
2011	60951079770	ENDOCET 10/650MG C2 100	112801	100	11280100	9762415.021	8213554.721
2011	64376064016	HYDRO APAP BOCA 473ML C2	4092	473	1935516	457737.36	448582.6128
2011	64376064040	HYDRO APAP BOCA 118ML C2	9480	118	1118640	218365.68	213998.3664
2011	64376064301	HYDROCODONE BOCA 10/300 C2 100	17456	100	1745600	2837373.84	2780626.363
2011	64376064801	HYDROCODONE BOCA 5/300 C2 100	3037	100	303700	409175.76	400992.2448
2011	64376064901	HYDROCODONE BOCA 7.5/300C2 100	4837	100	483700	717684.48	703330.7904
2012	603129558	HYDROCODONE APAP ELIXIR C3 16OZ	1143592	473	540919016	6473081.16	4738349.085
2012	603388021	HYDROCODONE APAP 2.5/500 C2100	35583	100	3558300	554589.78	494423.4542
2012	603388102	HYDROCODONE APAP 5/500 C3 90	107563	90	9680670	750188.43	609716.1652
2012	603388104	HYDROCODONE APAP 5/500 C2 180	6967	180	1254060	67043.16	50881.54951
2012	603388112	HYDROCODONE APAP 5/500 C3 240	1344	240	322560	9290.88	5300.387729
2012	603388116	HYDROCODONE APAP 5/500 C3 30	42069	30	1262070	97932.51	73213.638
2012	603388119	HYDROCODONE APAP 5/500 C3 50	4504	50	225200	17157.6	13414.77721
2012	603388120	HYDROCODONE APAP 5/500 C2 60	68532	60	4111920	308642.4	244100.2941
2012	603388121	HYDROCODONE APAP 5/500 C3 100	266617	100	26661700	1263446.11	902661.0503
2012	603388122	HYDROCODONE APAP 5/500 C2 120	108190	120	12982800	717735.06	543474.9676
2012	603388128	HYDROCODONE APAP 5/500 C3 500	408969	500	204484500	8063265.36	5576584.381
2012	603388132	HYDROCODONE APAP 5/500 C2 1000	41120	1000	41120000	1991567.44	1492303.881
2012	603388202	HYDROCODONE APAP 7.5/500 C2 90	12800	90	1152000	154915.2	130007.0536
2012	603388204	HYDROCODONE APAP 7.5/500 C3180	1550	180	279000	25140.24	19517.04473
2012	603388220	HYDROCODONE APAP 7.5/500 C3 60	48	60	2880	289.44	199.0224696
2012	603388221	HYDROCODONE APAP 7.5/500 C3100	138378	100	13837800	1486284.72	1188832.747
2012	603388222	HYDROCODONE APAP 7.5/500 C2120	48	120	5760	509.76	389.035234
2012	603388228	HYDROCODONE APAP 7.5/500 C3500	46920	500	23460000	2444831.52	1982895.813
2012	603388232	HYDROCODONE APAP 7.5/500C31000	61470	1000	61470000	5924799.66	4714760.913
2012	603388302	HYDROCODONE APAP 7.5/750 C3 90	12184	90	1096560	127558.08	104198.4792
2012	603388320	HYDROCODONE APAP 7.5/750 C3 60	4480	60	268800	31749.12	25632.75932
2012	603388321	HYDROCODONE APAP 7.5/750 C2100	78435	100	7843500	918481.47	749362.4883
2012	603388322	HYDROCODONE APAP 7.5/750 C3120	11714	120	1405680	154905.84	123601.4606
2012	603388328	HYDROCODONE APAP 7.5/750 C3500	15036	500	7518000	712338	565996.8457
2012	603388332	HYDROCODONE APAP 7.5/750C31000	11602	1000	11602000	932178.86	710298.3646
2012	603388421	HYDROCODONE APAP 7.5/650 C2100	40008	100	4000800	331934.88	247518.076
2012	603388428	HYDROCODONE APAP 7.5/650 C2500	1572	500	786000	82995.96	67888.00599
2012	603388502	HYDROCODONE APAP 10/650 C3 90	18037	90	1623330	231438.51	190229.5275
2012	603388504	HYDROCODONE APAP 10/650 C2 180	3880	180	698400	80987.76	63609.88832
2012	603388516	HYDROCODONE APAP 10/650 C2 30	5741	30	172230	20562.48	14817.68541
2012	603388520	HYDROCODONE APAP 10/650 C3 60	15957	60	957420	135876.96	109942.6851
2012	603388521	HYDROCODONE APAP 10/650 C2 100	154412	100	15441200	1525336.32	1134421.845
2012	603388522	HYDROCODONE APAP 10/650 C3 120	26564	120	3187680	369159.48	290570.9578
2012	603388528	HYDROCODONE APAP 10/650 C3 500	12504	500	6252000	715887.54	568686.3348
2012	603388532	HYDROCODONE APAP 10/650 C31000	15174	1000	15174000	1630629.84	1270047.005
2012	603388621	HYDROCODONE APAP 10/660 C2 100	142944	100	14294400	2153910.96	1786693.106
2012	603388628	HYDROCODONE APAP 10/660 C3 500	11572	500	5786000	1024113.12	885164.504
2012							

EXHIBIT B

PAR PHARMACEUTICAL, INC. AND PAR PHARMACEUTICAL COMPANIES, INC.'S SUPPLEMENTAL OBJECTIONS AND RESPONSES TO PLAINTIFFS' INTERROGATORY NO. 33

2012	603388721	HYDROCODONE APAP 10/325 C2 100	3023256	100	302325600	14901871.56	8933773.792
2012	603388722	HYDROCODONE APAP 10/325 C2 120	72288	120	8674560	1698045.12	1504592.601
2012	603388726	HYDROCODONE APAP 10/325 C2 150	672	150	100800	19716.48	17538.92517
2012	603388728	HYDROCODONE APAP 10/325 C2 500	925092	500	462546000	28950851.76	20060527.11
2012	603388732	HYDROCODONE APAP 10/325 C21000	248287	1000	248287000	32506556.15	27571899.53
2012	603388802	HYDROCODONE APAP 10/500 C2 90	27774	90	2499660	557284.86	489833.2027
2012	603388804	HYDROCODONE APAP 10/500 C3 180	8905	180	1602900	303927.3	261803.1995
2012	603388816	HYDROCODONE APAP 10/500 C2 30	1824	30	54720	13443.84	11681.32236
2012	603388820	HYDROCODONE APAP 10/500 C2 60	11321	60	679260	150569.46	131030.7154
2012	603388821	HYDROCODONE APAP 10/500 C2 100	1013071	100	101307100	7998838.02	5487432.954
2012	603388822	HYDROCODONE APAP 10/500 C2 120	44610	120	5353200	1090820.52	950012.2854
2012	603388826	HYDROCODONE APAP 10/500 C2 150	3408	150	511200	104483.52	90189.18109
2012	603388828	HYDROCODONE APAP 10/500 C2 500	71196	500	35598000	5354785.44	4492768.455
2012	603388832	HYDROCODONE APAP 10/500 C21000	31921	1000	31921000	5843138.07	5024026.97
2012	603389002	HYDROCODONE APAP 5/325 C2 90	2112	90	190080	39916.8	36692.49396
2012	603389004	HYDROCODONE APAP 5/325 C2 180	1824	180	328320	64322.88	59110.12832
2012	603389016	HYDROCODONE APAP 5/325 C2 30	1056	30	31680	6652.8	5943.110957
2012	603389020	HYDROCODONE APAP 5/325 C2 60	3264	60	195840	41126.4	37568.47558
2012	603389021	HYDROCODONE APAP 5/325 C2 100	1472172	100	147217200	9607950.3	7588102.881
2012	603389022	HYDROCODONE APAP 5/325 C2 120	2784	120	334080	69906.24	64346.09173
2012	603389028	HYDROCODONE APAP 5/325 C2 500	250101	500	125050500	15307613.37	13624533.32
2012	603389032	HYDROCODONE APAP 5/325 C2 1000	20988	1000	20988000	2981254.44	2696592.99
2012	603389102	HYDROCODONE APAP 7.5/325 C2 90	96	90	8640	1857.6	1689.555804
2012	603389121	HYDROCODONE APAP 7.5/325 C2100	1031232	100	103123200	8011490.76	6321400.542
2012	603389122	HYDROCODONE APAP 7.5/325 C2120	192	120	23040	4942.08	4509.173505
2012	603389128	HYDROCODONE APAP 7.5/325 C2500	117588	500	58794000	10262670.72	9267886.412
2012	603389132	HYDROCODONE APAP 7.5/325C21000	16551	1000	16551000	2311440.48	2047040.073
2012	603389721	HC B IUPROFEN 7.5/200MG C2 100	117504	100	11750400	1697274.72	1442603.095
2012	603389728	HC B IUPROFEN 7.5/200MG C2 500	10116	500	5058000	1796195.94	1676746.194
2012	603441521	MEPERITAB 50MG C2 100	50940	100	5094000	728978.88	215209.8821
2012	603441621	MEPERITAB 100MG C2 100	11268	100	1126800	355777.44	132171.4212
2012	603499021	OXYCODONE 5MG C2 100	1070832	100	107083200	15564734.4	13968607.88
2012	603499028	OXYCODONE 5MG C2 500	26184	500	13092000	1623778.2	1454075.328
2012	603499121	OXYCODONE 15MG C2 100	1262673	100	126267300	31612473.6	27018088.23
2012	603499128	OXYCODONE 15MG C2 500	23065	500	11532500	2495609.16	2098549.634
2012	603499221	OXYCODONE 30MG C2 100	1427520	100	142752000	60353220.06	50518034.91
2012	603499228	OXYCODONE 30MG C2 500	47040	500	23520000	8677703.04	7131883.145
2012	603499721	OXYCODONE APAP 5/500MG C2 100	38064	100	3806400	374613.78	272951.382
2012	603499821	OXYCODONE APAP 5/325MG C2 100	1176984	100	117698400	5826070.8	2827855.283
2012	603499828	OXYCODONE APAP 5/325MG C2 500	41124	500	20562000	969344.172	476057.537
2012	50991057801	IBUDONE 5/200MG C2 100	7104	100	710400	63936	52159.26884
2012	50991057901	IBUDONE 10/200MG C2 100	6240	100	624000	56160	41884.25835
2012	60951031070	ENDODAN 4.9/325MG C2 100	12912	100	1291200	1271442.384	1162602.707
2012	60951060270	ENDOCET 5/325MG C2 100	378120	100	37812000	5897224.44	4708264.536
2012	60951060285	ENDOCET 5/325MG C2 500	52620	500	26310000	4022261.964	3232859.166
2012	60951065270	MORPHINE SULFATE ER 15MG C2 100	67412	100	6741200	3179477.238	2774782.973
2012	60951065370	MORPHINE SULFATE ER 30MG C2 100	97952	100	9795200	8297372.912	7499635.054
2012	60951065570	MORPHINE SULFATE ER 60MG C2 100	91728	100	9172800	16514372.92	15212685.95
2012	60951065870	MORPHINE SULFATE ER100MG C2 100	35641	100	3564100	10627974.14	9837674.051
2012	60951065970	MORPHINE SULFATE ER200MG C2 100	3673	100	367300	1797668.964	1637715.105
2012	60951070070	ENDOCET 7.5/325MG C2 100	332352	100	33235200	36149076.48	34106030.4
2012	60951071270	ENDOCET 10/325MG C2 100	2224588	100	222458800	316502718.1	300074193.8
2012	60951079470	OXYMORPHONE 5MG C2 100	600	100	60000	134033.976	122539.2965
2012	60951079570	OXYMORPHONE 10MG C2 100	552	100	55200	223902.24	209129.3952
2012	60951079670	ENDOCET 7.5/500MG C2 100	80468	100	8046800	5810112.672	5323325.596
2012	60951079770	ENDOCET 10/650MG C2 100	304710	100	30471000	25658561.29	23378017.1
2012	63481062270	PERCOCET 10/650MG C2 100	21816	100	2181600	133950.24	131271.2352
2012	63481062370	PERCOCET 5/325MG C2 100	46248	100	4624800	155092.8	69348.384
2012	63481062385	PERCOCET 5/325MG C2 500	9408	500	4704000	141322.44	66235.3512
2012	63481062870	PERCOCET 7.5/325MG C2 100	43800	100	4380000	172572	169120.56
2012	63481062970	PERCOCET 10/325MG C2 100	86664	100	8666400	405069.84	192392.6832
2012	64376064016	HYDRO APAP BOCA 473ML C2	23222	473	10984006	2177314.32	2133768.034
2012	64376064040	HYDRO APAP BOCA 118ML C2	31565	118	3724670	542692.56	531838.7088
2012	64376064301	HYDROCODONE BOCA 10/300 C2 100	53414	100	5341400	8148268.68	7985303.306
2012	64376064305	HYDROCODONE BOCA 10/300 C2 500	795	500	397500	743385.57	728517.8586
2012	64376064801	HYDROCODONE BOCA 5/300 C2 100	84646	100	8464600	9109829.44	8927632.851
2012	64376064901	HYDROCODONE BOCA 7.5/300C2 100	52554	100	5255400	6115244.58	5992939.688
2013	603129558	HYDROCODONE APAP ELIXIR C3 16OZ	437688	473	207026424	2675746.32	2026422.208
2013	603388021	HYDROCODONE APAP 2.5/500 C2100	10392	100	1039200	185661.6	167974.3427
2013	603388102	HYDROCODONE APAP 5/500 C3 90	13968	90	1257120	111883.68	93412.11285
2013	603388104	HYDROCODONE APAP 5/500 C2 180	288	180	51840	3421.44	2739.256888
2013	603388116	HYDROCODONE APAP 5/500 C3 30	6816	30	204480	19016.64	14953.02392
2013	603388119	HYDROCODONE APAP 5/500 C3 50	2304	50	115200	10368	8437.406031
2013	603388120	HYDROCODONE APAP 5/500 C2 60	31680	60	1900800	171072	141139.6365
2013	603388121	HYDROCODONE APAP 5/500 C3 100	53088	100	5308800	366610.8	293061.162
2013	603388122	HYDROCODONE APAP 5/500 C2 120	15264	120	1831680	119517.12	94623.10392
2013	603388128	HYDROCODONE APAP 5/500 C3 500	29748	500	14874000	794355.84	610528.6385
2013	603388132	HYDROCODONE APAP 5/500 C2 1000	10608	1000	10608000	571389.96	441810.8441
2013	603388202	HYDROCODONE APAP 7.5/500 C2 90	6048	90	544320	72816	61686.90827
2013	603388221	HYDROCODONE APAP 7.5/500 C3100	25536	100	2553600	317267.04	265487.1982
2013	603388228	HYDROCODONE APAP 7.5/500 C3500	8928	500	4464000	463631.04	381339.4388
2013	603388232	HYDROCODONE APAP 7.5/500C31000	10112	1000	10112000	1181964.24	994242.3759
2013	603388302	HYDROCODONE APAP 7.5/750 C3 90	1944	90	174960	2274.8	19029.10712
2013	603388320	HYDROCODONE APAP 7.5/750 C3 60	2448	60	146880	19388.16	16066.52687
2013	603388321	HYDROCODONE APAP 7.5/750 C2100	8856	100	885600	54993.36	37558.99381
2013	603388322	HYDROCODONE APAP 7.5/750 C3120	3600	120	432000	53136	44166.01202
2013	603388328	HYDROCODONE APAP 7.5/750 C3500	5148	500	2574000	283551.84	234257.5761
2013	603388332	HYDROCODONE APAP 7.5/750C31000	516	1000	516000	48768.72	39113.52617
2013	603388421	HYDROCODONE APAP 7.5/650 C2100	8712	100	871200	74935.92	57380.62664
2013	603388428	HYDROCODONE APAP 7.5/650 C2500	816	500	408000	50453.28	42635.54534
2013	603388502	HYDROCODONE APAP 10/650 C3 90	2784	90	250560	41843.52	35667.98702
2013	603388504	HYDROCODONE APAP 10/650 C2 180	408	180	73440	9877.68	8170.642766
2013	603388516	HYDROCODONE APAP 10/650 C2 30	2352	30	70560	10546.56	8461.873732
2013	603388520	HYDROCODONE APAP 10/650 C3 60	1008	60	60480	10160.64	8593.889099
2013	603388521	HYDROCODONE APAP 10/650 C2 100	28560	100	2856000	331116.24	264531.7849
2013	603388522	HYDROCODONE APAP 10/650 C3 120	5952	120	714240	95886.72	79169.08589
2013	603388528	HYDROCODONE APAP 10/650 C3 500	2076	500	1038000	139756.32	116452.6888
2013	603388532	HYDROCODONE APAP 10/650 C31000	2349	1000	2349000	296963.55	244599.3311
2013	603388621	HYDROCODONE APAP 10/660 C2 100	21816	100	2181600	393690.48	339907.0885
2013	603388628	HYDROCODONE APAP 10/660 C3 500	1182	500	591000	119716.32	105721.4963
2013	603388702	HYDROCODONE APAP 10/325 C2 90	93072	90	8376480	1641790.08	1456150.63
2013	603388704	HYDROCODONE APAP 10/325 C2 180	39072	180	7032960	1374943.68	1228112.84
2013	603388712	HYDROCODONE APAP 10/325 C2 240	6672	240	1601280	226380.96	194981.4276
2013	603388720	HYDROCODONE APAP 10/325 C2 60	52416	60	3144960	617984.64	544229.756
2013	603388721	HYDROCODONE APAP 10/325 C2 100	1638730	100	163873000	11820258.32	8678988.997
2013	603388722	HYDROCODONE APAP 10/325 C2 120	142080	120	17049600	3337459.2	2970414.078
2013	603388726	HYDROCODONE APAP 10/325 C2 150	8928	150	1339200	261947.52	233807.9496
2013	603388728	HYDROCODONE APAP 10/325 C2 500	1006800	500	503400000	30500962.44	21644752.75
2013	603388732	HYDROCODONE APAP 10/325 C21000	405546	1000	405546000	50671840.2	43066516.97

EXHIBIT B

PAR PHARMACEUTICAL, INC. AND PAR PHARMACEUTICAL COMPANIES, INC.'S SUPPLEMENTAL OBJECTIONS AND RESPONSES TO PLAINTIFFS' INTERROGATORY NO. 33

2013	603388821	HYDROCODONE APAP 10/500 C2 100	158856	100	15885600	2684128.8	2291597.362
2013	603388822	HYDROCODONE APAP 10/500 C2 120	11472	120	1376640	332458.56	296900.5217
2013	603388826	HYDROCODONE APAP 10/500 C2 150	1056	150	158400	38206.08	34061.37794
2013	603388828	HYDROCODONE APAP 10/500 C2 500	40128	500	20064000	3219172.2	2754281.692
2013	603388832	HYDROCODONE APAP 10/500 C21000	11520	1000	11520000	2523311.04	2244415.467
2013	603389002	HYDROCODONE APAP 5/325 C2 90	8592	90	773280	162388.8	149459.6393
2013	603389004	HYDROCODONE APAP 5/325 C2 180	11280	180	2030400	424353.6	392477.2531
2013	603389016	HYDROCODONE APAP 5/325 C2 30	3936	30	118080	24796.8	22197.12425
2013	603389020	HYDROCODONE APAP 5/325 C2 60	5520	60	331200	69552	63602.5812
2013	603389021	HYDROCODONE APAP 5/325 C2 100	1491680	100	149168000	12370496.44	10303326.57
2013	603389022	HYDROCODONE APAP 5/325 C2 120	14112	120	1693440	354352.32	326633.7743
2013	603389028	HYDROCODONE APAP 5/325 C2 500	488376	500	244188000	20205103.2	17174885.76
2013	603389032	HYDROCODONE APAP 5/325 C2 1000	55296	1000	55296000	6893033.16	6177081.412
2013	603389102	HYDROCODONE APAP 7.5/325 C2 90	24000	90	2160000	464400	422485.2914
2013	603389121	HYDROCODONE APAP 7.5/325 C2100	1053072	100	105307200	10634074.44	8881597.405
2013	603389122	HYDROCODONE APAP 7.5/325 C2120	21264	120	2551680	547335.36	499499.539
2013	603389128	HYDROCODONE APAP 7.5/325 C2500	338040	500	169020000	20273526.24	17623457.95
2013	603389132	HYDROCODONE APAP 7.5/325C21000	37740	1000	37740000	5095011.96	4503317.351
2013	603389721	HCB IBUPROFEN 7.5/200MG C2 100	106728	100	10672800	1291128.24	1052853.568
2013	603389728	HCB IBUPROFEN 7.5/200MG C2 500	6876	500	3438000	1136716.68	1054002.478
2013	603441521	MEPERITAB 50MG C2 100	47508	100	4750800	853665	368836.5738
2013	603441621	MEPERITAB 100MG C2 100	9060	100	906000	321598.8	140489.9234
2013	603497821	OXYCODONE APAP 2.5/325MG C2100	912	100	91200	148646.88	144657.7871
2013	603497921	OXYCODONE APAP 7.5/325MG C2100	288	100	28800	17068.8	16159.45311
2013	603498221	OXYCODONE APAP 10/325MG C2 100	5904	100	590400	490445.28	466382.6824
2013	603499021	OXYCODONE 5MG C2 100	1079172	100	107917200	17686031.4	16116894.97
2013	603499028	OXYCODONE 5MG C2 500	27096	500	13548000	1984483.92	1810923.488
2013	603499121	OXYCODONE 15MG C2 100	1222224	100	122222400	35973645.36	31695224.97
2013	603499128	OXYCODONE 15MG C2 500	27456	500	13728000	3367199.28	2920354.899
2013	603499221	OXYCODONE 30MG C2 100	1351680	100	135168000	67967946.72	59071129.34
2013	603499228	OXYCODONE 30MG C2 500	31044	500	15522000	6311711.16	5339872.195
2013	603499721	OXYCODONE APAP 5/500MG C2 100	9576	100	957600	93733.92	69556.86829
2013	603499821	OXYCODONE APAP 5/325MG C2 100	1145352	100	114535200	8665795.2	5626655.098
2013	603499828	OXYCODONE APAP 5/325MG C2 500	54516	500	27258000	2462737.32	1765382.89
2013	50991057901	IBUDONE 10/200MG C2 100	13488	100	1348800	121392	88842.48473
2013	60951060270	ENDOCET 5/325MG C2 100	219444	100	21944400	4196079.36	3463072.275
2013	60951060285	ENDOCET 5/325MG C2 500	27204	500	13602000	2472077.52	2043421.723
2013	60951065270	MORPHINE SULFATE ER 15MG C2 100	70272	100	7027200	4102470	3875347.298
2013	60951065370	MORPHINE SULFATE ER 30MG C2 100	26972	100	2697200	2914181.44	2758630.099
2013	60951065970	MORPHINE SULFATE ER200MG C2 100	48	100	4800	28775.04	27237.8088
2013	60951070070	ENDOCET 7.5/325MG C2 100	181704	100	18170400	19667320.8	18587081.43
2013	60951071270	ENDOCET 10/325MG C2 100	1068042	100	106804200	151752471.7	144133760.3
2013	60951079470	OXYMORPHONE 5MG C2 100	6240	100	624000	1381415.04	1332543.881
2013	60951079570	OXYMORPHONE 10MG C2 100	14304	100	1430400	5759481.12	5550871.75
2013	60951079670	ENDOCET 7.5/500MG C2 100	35760	100	3576000	2574306.72	2366305.77
2013	60951079770	ENDOCET 10/650MG C2 100	64080	100	6408000	5055949.44	4590622.36
2013	63481061270	OPANA 5MG C2 100	6792	100	679200	23092.8	22630.944
2013	63481061370	OPANA 10MG C2 100	13387	100	1338700	87417.11	-1762.032014
2013	63481062370	PERCOCET 5/325MG C2 100	87264	100	8726400	316768.32	-6335.3664
2013	63481062385	PERCOCET 5/325MG C2 500	1548	500	774000	15763.2	-9970.224
2013	63481062870	PERCOCET 7.5/325MG C2 100	21456	100	2145600	93548.16	-1870.9632
2013	63481062970	PERCOCET 10/325MG C2 100	173616	100	17361600	876760.8	-17535.216
2013	64376064016	HYDRO APAP BOCA 473ML C2	190949	473	90318877	11301081.6	11075059.97
2013	64376064040	HYDRO APAP BOCA 118ML C2	30603	118	3611154	875478.36	857968.7928
2013	64376064301	HYDROCODONE BOCA 10/300 C2 100	88934	100	8893400	12327442.08	12080893.24
2013	64376064305	HYDROCODONE BOCA 10/300 C2 500	6067	500	3033500	5629641.96	5517049.121
2013	64376064801	HYDROCODONE BOCA 5/300 C2 100	402466	100	40246600	37785622.2	37029909.76
2013	64376064805	HYDROCODONE BOCA 5/300 C2 500	8341	500	4170500	5404960.56	5296861.349
2013	64376064901	HYDROCODONE BOCA 7.5/300C2 100	317089	100	31708900	32135949.63	31493230.64
2013	64376064905	HYDROCODONE BOCA 7.5/300C2 500	7848	500	3924000	5602153.8	5490110.724
2014	603388702	HYDROCODONE APAP 10/325 C2 90	77760	90	6998400	1371686.4	1217844.359
2014	603388704	HYDROCODONE APAP 10/325 C2 180	27024	180	4864320	986225.76	885197.9261
2014	603388712	HYDROCODONE APAP 10/325 C2 240	10512	240	2522880	465190.56	414203.182
2014	603388720	HYDROCODONE APAP 10/325 C2 60	42624	60	2557440	510779.52	450941.4452
2014	603388721	HYDROCODONE APAP 10/325 C2 100	1772664	100	177266400	25855481.76	22224866.39
2014	603388722	HYDROCODONE APAP 10/325 C2 120	132528	120	15903360	3800135.52	3447415.894
2014	603388726	HYDROCODONE APAP 10/325 C2 150	12576	150	1886400	401811.84	361734.03
2014	603388728	HYDROCODONE APAP 10/325 C2 500	880236	500	440118000	42691237.44	34723399.77
2014	603388732	HYDROCODONE APAP 10/325 C21000	659916	1000	659916000	102769888.4	90189216.59
2014	603389002	HYDROCODONE APAP 5/325 C2 90	47232	90	4250880	1067567.04	993044.4849
2014	603389004	HYDROCODONE APAP 5/325 C2 180	21168	180	3810240	889280.64	827940.525
2014	603389016	HYDROCODONE APAP 5/325 C2 30	19584	30	587520	138162.24	124783.8971
2014	603389020	HYDROCODONE APAP 5/325 C2 60	43296	60	2597760	591235.2	543509.1354
2014	603389021	HYDROCODONE APAP 5/325 C2 100	1861524	100	186152400	22733822.04	20036997.06
2014	603389022	HYDROCODONE APAP 5/325 C2 120	43056	120	5166720	1240803.36	1153343.224
2014	603389028	HYDROCODONE APAP 5/325 C2 500	667560	500	333780000	30768667.68	26616427.84
2014	603389032	HYDROCODONE APAP 5/325 C2 1000	116016	1000	116016000	17811668.4	16257927.33
2014	603389102	HYDROCODONE APAP 7.5/325 C2 90	46128	90	4151520	769430.88	691662.6853
2014	603389121	HYDROCODONE APAP 7.5/325 C2100	1511568	100	151156800	23769192.6	21111107.35
2014	603389122	HYDROCODONE APAP 7.5/325 C2120	35376	120	4245120	888840	810129.831
2014	603389128	HYDROCODONE APAP 7.5/325 C2500	816176	500	408088000	48284238.16	41975254.55
2014	603389132	HYDROCODONE APAP 7.5/325C21000	155088	1000	155088000	30458098.2	27868094.98
2014	603389721	HCB IBUPROFEN 7.5/200MG C2 100	197088	100	19708800	6795292.8	6268179.352
2014	603389728	HCB IBUPROFEN 7.5/200MG C2 500	5448	500	2724000	988026.84	921168.1535
2014	603441521	MEPERITAB 50MG C2 100	32856	100	3285600	1759793.4	1573942.861
2014	603441621	MEPERITAB 100MG C2 100	6048	100	604800	632635.08	567071.4155
2014	603497821	OXYCODONE APAP 2.5/325MG C2100	4632	100	463200	736410.72	716157.3975
2014	603497921	OXYCODONE APAP 7.5/325MG C2100	29088	100	2908800	1984966.32	1884777.507
2014	603497928	OXYCODONE APAP 7.5/325MG C2500	2508	500	1254000	910311	868174.4472
2014	603498221	OXYCODONE APAP 10/325MG C2 100	324384	100	32438400	26342812.32	24999806.78
2014	603498228	OXYCODONE APAP 10/325MG C2 500	14496	500	7248000	5989694.4	5698557.792
2014	603499021	OXYCODONE 5MG C2 100	1000344	100	100034400	24619760.64	22973025.32
2014	603499028	OXYCODONE 5MG C2 500	21300	500	10650000	2331369	2177544.51
2014	603499121	OXYCODONE 15MG C2 100	993324	100	99332400	49401404.64	45458826.9
2014	603499128	OXYCODONE 15MG C2 500	15588	500	7794000	3103801.2	2823216.151
2014	603499221	OXYCODONE 30MG C2 100	968280	100	96828000	89892337.92	82583765.9
2014	603499228	OXYCODONE 30MG C2 500	24336	500	12168000	9266294.16	8410237.905
2014	603499821	OXYCODONE APAP 5/325MG C2 100	1917432	100	191743200	41799771.6	35885400.99
2014	603499828	OXYCODONE APAP 5/325MG C2 500	54108	500	27054000	5562402.12	4766721.932
2014	50991057801	IBUDONE 5/200MG C2 100	6240	100	624000	53040	41997.77987
2014	50991057901	IBUDONE 10/200MG C2 100	6624	100	662400	59616	43865.49023
2014	60951060270	ENDOCET 5/325MG C2 100	256152	100	25615200	6408887.52	5606173.058
2014	60951060285	ENDOCET 5/325MG C2 500	21372	500	10686000	2536644.12	2223579.56
2014	60951065270	MORPHINE SULFATE ER 15MG C2 100	54792	100	5479200	3247377.84	3070731.259
2014	60951065370	MORPHINE SULFATE ER 30MG C2 100	96024	100	9602400	10801261.44	10244982.47
2014	60951065570	MORPHINE SULFATE ER 60MG C2 100	50160	100	5016000	10959123.84	10396205.47
2014	60951065870	MORPHINE SULFATE ER100MG C2 100	17952	100	1795200	5696650.56	5380441.713
2014	60951065970	MORPHINE SULFATE ER200MG C2 100	2472	100	247200	1447982.4	1363690.86
2014	60951070070	ENDOCET 7.5/325MG C2 100	125688	100	12568800	1367	

EXHIBIT B

PAR PHARMACEUTICAL, INC. AND PAR PHARMACEUTICAL COMPANIES, INC.'S SUPPLEMENTAL OBJECTIONS AND RESPONSES TO PLAINTIFFS' INTERROGATORY NO. 33

2014	63481061270	OPANA 5MG C2	100	6360	100	636000	21624	-24282.48
2014	63481061370	OPANA 10MG C2	100	7104	100	710400	46389.12	-41562.6624
2014	63481062370	PERCOCET 5/325MG C2	100	40896	100	4089600	148452.48	3983.2704
2014	63481062385	PERCOCET 5/325MG C2	500	888	500	444000	14580.96	-353.7792
2014	63481062770	PERCOCET 2.5/325MG C2	100	2544	100	254400	20555.52	-2594.841586
2014	63481062870	PERCOCET 7.5/325MG C2	100	42720	100	4272000	186259.2	3537.216
2014	63481062970	PERCOCET 10/325MG C2	100	87360	100	8736000	441168	39224.64
2014	64376064016	HYDRO APAP BOCA 473ML C2		380074	473	179775002	26913546	24862937.4
2014	64376064040	HYDRO APAP BOCA 118ML C2		73613	118	8686334	1914382.26	1748270.135
2014	64376064301	HYDROCODONE BOCA 10/300 C2 100		177058	100	17705800	22150542.95	20585565.45
2014	64376064305	HYDROCODONE BOCA 10/300 C2 500		13583	500	6791500	2598886.274	2465942.149
2014	64376064801	HYDROCODONE BOCA 5/300 C2 100		693677	100	69367700	72162202.54	68201843.17
2014	64376064805	HYDROCODONE BOCA 5/300 C2 500		34765	500	17382500	7514218.686	7099603.592
2014	64376064901	HYDROCODONE BOCA 7.5/300C2 100		425486	100	42548600	45653516.71	42839149.58
2014	64376064905	HYDROCODONE BOCA 7.5/300C2 500		81360	500	10605000	3800386.68	3680280.758